AI-32450 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Karina Cardoza, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Participants in Job Shadow Day

BACKGROUND

On January 31, 2012, Commissioners' Court approved a proclamation proclaiming February 2, 1012 as Groundhog Job Shadow Day in Hidalgo County, and also approved Hidalgo County to participate in the 2012 Job Shadow Days Program.

On Tuesday, May 22, 16 high school students from La Joya High School, McAllen Nikki Rowe High School, Mercedes High School, and Sharyland High School will be shadowing County professionals in their career field of choice. Ten students will be assigned to Commissioners' Court, and six students will be assigned to the Courthouse.

Student participants will be recognized at Commissioners' Court, and will be presented with Certificates of Participation.

Student participants' guardians have signed Business Liability Release forms and are on file at the County Executive Office.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/18/2012 04:46 PM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Karina Cardoza Started On: 05/18/2012 04:25 PM

Final Approval Date: 05/18/2012

AI-32335 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring Hidalgo County Veterans Service Organizations' Honor Guard Detail

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/14/2012 10:57 AM
Auditor's Office	Arcilia Duran	05/18/2012 12:01 PM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Monica Badillo Started On: 05/14/2012 10:47 AM

Final Approval Date: 05/18/2012

AI-32377 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Proclamation naming May 2012 as “Mental Health Awareness Month"
2. Presentation of Community Leadership Award to Sheriff Guadalupe “Lupe” Trevino by the South Texas Behavioral Health Center

BACKGROUND

Attachments

proc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 04:55 PM
Auditor's Office	Arcilia Duran	05/18/2012 10:59 AM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Monica Badillo Started On: 05/15/2012 04:06 PM

Final Approval Date: 05/18/2012

PROCLAMATION DECLARING MAY 2012 AS
MENTAL HEALTH MONTH

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation with many Americans experiencing times of difficulty and stress in their lives; 1 in 4 adults, or 60 million Americans, struggle with a treatable mental health condition each year, whether that is depression, anxiety, post traumatic stress disorder or substance abuse, and prevention is an effective way to reduce the burden of mental health conditions on society and on family; and

WHEREAS, addressing the complex mental health needs of children, youth and families today is fundamental to the future of South Texas, and the need for comprehensive, coordinated mental health services for children, youth and families places upon our community a critical responsibility;

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, with effective treatment those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, law enforcement agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby proclaims May 2012 as Mental Health Month and call upon the citizens, government agencies, public and private institutions, businesses and schools in South Texas to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Approved this 22nd 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-32437 **Comm. Court Executive Office 5. E.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Requesting approval to advertise/hire for the following:

Slot No.	Position Title	Grade/ Step
0054	Maintenance III	5/1
0097	Welder I	4/1
0100	Carpenter I	3/1
0108	Electrician I	8/1
0110	Maintenance I	1/1

BACKGROUND

1) Vacant since 03/23/2012: Slot #001-054, Maintenance III, Grade 5/Step 1 $25,256

2) Vacant since 12/12/2011: Slot #001-097, Welder I, Grade 4/Step 1 $23,385

3) Vacant since 11/01/2011: Slot #001-100, Carpenter I, Grade 3/Step 1 $21,653

4) Vacant since 03/16/2012: Slot #001-108, Electrician I, Grade 8/Step 1 $31,815

5) Vacant since 05/11/2012: Slot #001-110, Maintenance I, Grade 1/Step 1 $18,564

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-113

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

BUDGETARY IMPACT:

No Budgetary Impact -- Positions are funded at step 1 level salary.

Attachments

Job Descriptions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 04:24 PM
Sylvia Solis	Sylvia Solis	05/18/2012 02:27 PM
Auditor's Office	Arcilia Duran	05/18/2012 03:02 PM

Purchasing Department Marty Salazar 05/18/2012 04:51 PM

Form Started By: Monica Badillo Started On: 05/17/2012 04:01 PM

Final Approval Date: 05/18/2012

CARPENTER I

GRADE: 03

GENERAL DESCRIPTION

Performs entry-level food carpentry work; under general supervision, will perform skilled maintenance carpentry work at county facilities.

EXAMPLES OF WORK PERFORMED

Operates various power saws, drills, buffers, grinders, sanders, etc

Fabricates wooden accessories, cabinets, tables, shelves, display cases, frames, moldings, railings, etc

Hang sheetrock, tape and float, textured sheet rock

Repair and replace door locks and knobs

Replace glass on doors and windows

Operates wood working machines, shaper, jointer, router, planer

Uses measuring tapes, transits, levels

Operate pneumatic nail guns and staplers, etc

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a journeyman carpenter. Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of materials, equipment, and procedures used in carpentry

Knowledge of applicable building codes

Ability to estimate costs, time, and materials need for projects

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

WELDER I

GRADE: 04

GENERAL DESCRIPTION

Under the direct supervision of the General Foreman and Assistant Projects Manager, individual will perform a majority of the welding and fabrication tasks.

EXAMPLES OF WORK PERFORMED

Weld fabricates and assembles parts and equipment for hidalgo county automotive, heavy equipment and minor structures.

Modify and repair body and parts.

Weld, braise, solder and cut steel, stainless and aluminum metal by torch and large portable welder.

Maintain and repair shop equipment.

May be required to work at different job sites through out the hidalgo county jurisdiction

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

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High school diploma or general education degree (GED)

Must be able to read and write in English

Knowledge, Skills, and Abilities

Individuals must posses knowledge of methods, materials, equipment and tools used in all types welding.

Operate internal combustion engine and hydraulic equipment

Work independently in the absence of a supervisor

Understand and follow oral or written directions.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually high.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

THE COUNTY OF HIDALGO TEXAS

ELECTRICIAN I

GRADE: 08

GENERAL DESCRIPTION

Performs moderately complex (journey-level) work in the maintenance and repair of electrical equipment and circuits; Work involves installing, replacing, and maintaining electrical systems, apparatus, components of machinery, and equipment; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Installs and repairs electrical systems, apparatus, and electrical components of machinery and equipment

Inspects and tests electrical equipment, lighting, and power circuits

Isolates defects in wiring, circuit breakers, fuses, switches, sockets, and other elements and replaces faulty switches, circuit breakers, fuses, sockets, and other elements of electrical systems

Interprets blueprints sketches and schematic drawing of electrical circuits

Identifies all electrical terms and symbols

Calculates electrical loads, wire sizes, and lengths, conduit size, circuit breaker and power panel requirements necessary to upgrade electrical systems to meet electrical load and local/state code requirements in both newer/older buildings and equipment systems

Mounts motors, transformers, and lighting fixtures into position and completes circuits according to diagram specifications

Repairs electrical circuits

Repairs magnetic starters and remote start-stop stations; operates and maintains high- and low-voltage switches; and installs rigid, thin wall, and flexible conduit

Wires circuits and cleans and tightens low voltage switch gears

Assists in the maintenance and renovation of electrical service

Performs related work as assigned

The above statements describe the general nature and level of work being performed by individuals assigned to this classification. This is not intended to be an exhaustive list of all responsibilities and duties required of personnel so classified

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to Four (3-4) years of experience in electrical work to include major industrial/commercial experience in manufacturing environment or preventative maintenance/repairs in a building facilities environment; Graduation from a high school or equivalent, supplemented by vocational or special training in an electrical trade

Certificates, Licenses, Registrations

Required as evidenced by a valid Journeyman's Electricians License and maintain such licensing requirements throughout employment.

Knowledge, Skills, and Abilities

Knowledge of general principles and theory of electricity and of safety regulations

Skill in the use of tools

Ability to maintain proper ventilation and heating level, to make maintenance or electrical repairs, to diagnose malfunctioning units and maintain records

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

MAINTENANCE III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) building maintenance and repair work; Work involves maintaining and repairing buildings, utility systems, and stationary equipment; operating motorized equipment; requisitioning material and supplies; and maintaining records; May train others; Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, painting, electrical, steam, air conditioning, and mechanical

Performs carpentry work such as the installation, alteration, repair, and maintenance of buildings, doors, windows, wood fixtures, and furniture

Performs gas and electric work such as welding, brazing, and soldering on ferrous and non-ferrous metals to repair, maintain, or fabricate parts and equipment

Performs inspections of equipment, operating machinery, systems, and building accessories and appliances to ensure proper maintenance and repair

Heats, treats, tempers, and sharpens tools

Repairs electronic equipment

Calculates material and labor costs and orders parts and supplies

Maintains and repairs electrical outlets, control panels, switches, fixtures and accessories; replaces and reseats brushes on motors; and splices wires and cables

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain records on work orders or projects

May maintain a workshop for the repair, alteration, refinishing, and construction of furniture, fixtures, and equipment

May operate fire-fighting or life-saving equipment as required

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent, supplemented by vocational training in a designated trade, is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings, electronics, and carpentry; of building materials and plumbing and electrical fixtures; of welding procedures and techniques; and of fire and safety regulations

Ability to work from drawings, diagrams, sketches, or blueprints; to estimate materials; to apply proper methods, techniques, and procedures in the maintenance and repair of buildings, and related equipment; to perform maintenance; to follow instructions; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

MAINTENANCE I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level building maintenance and construction work; Work involves assisting in maintaining and repairing buildings, utility systems, and stationary equipment, and operating motorized equipment; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain and repair laundry machines, kitchen equipment, boilers, and boiler feed pumps

May mow grass, edge walks and curbs, and trim shrubbery

May repair and upholster furniture

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance, to follow instructions, and to interpret drawings and diagrams

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-32347 **Constables 6. A.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: J.E. **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Discussion, consideration, and approval to appoint James Moon as a Reserve Deputy Constable by Constable J.E. "Eddie" Guerra, Constable Precinct 4 in accodance with Texas Local Government Code Section 86.012

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

LGC 86.012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 10:19 AM
Ivan Cantu	Ivan Cantu	05/16/2012 09:21 AM
Auditor's Office	Arcilia Duran	05/17/2012 11:03 AM
Purchasing Department	Marty Salazar	05/17/2012 01:39 PM

Form Started By: Joel Rivera Started On: 05/15/2012 09:18 AM

Final Approval Date: 05/17/2012

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-32254 **County Judge's Office 7. A.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: County Judge **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Recognition of County Auditor's Office for receiving the Certificate of Achievement for Excellence in Financial Reporting.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/08/2012 10:07 AM
Auditor's Office	Arcilia Duran	05/09/2012 10:36 AM
Purchasing Department	Marty Salazar	05/09/2012 03:14 PM

Form Started By: Angela Garcia Started On: 05/08/2012 07:57 AM

Final Approval Date: 05/09/2012

AI-32369 **County Judge's Office 7. B.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Resolution in honor of Staff Sgt. Joseph Fankhauser

BACKGROUND

Attachments

res

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 01:21 PM
Auditor's Office	Arcilia Duran	05/18/2012 11:01 AM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Angela Garcia Started On: 05/15/2012 01:19 PM

Final Approval Date: 05/18/2012

RESOLUTION IN HONOR OF U.S. MARINE STAFF SERGEANT JOSEPH HENRY FANKHAUSER

WHEREAS, Hidalgo County joins the rest of the Nation, the State of Texas, the Rio Grande Valley, and the friends and loved ones of U.S. Marine Staff Sgt. Joseph Henry Fankhauser of Mason, Texas, in mourning the untimely loss of this courageous young man who died April 22, 2012 in Helmand Province, Afghanistan at the age of 30 while supporting Operation Enduring Freedom; and

WHEREAS, Sgt. Fankhauser attended Sharyland High School, and later graduated from Mason High School in Central Texas; he enlisted in the U.S. Marines after graduation in 2000, and was assigned to the 7th Engineer Support Battalion, 1st Marine Logistics Group, I Marine Expeditionary Force in Camp Pendleton, California, serving as an explosive ordinance disposal technician; and

WHEREAS, Sgt. Fankhauser was serving his fifth combat deployment; having been deployed to Iraq in 2004, 2006, and 2007 and Afghanistan in 2011, he was serving his second tour in Afghanistan at the time of his death, he was known for his patriotism, dedication to duty, and leadership; and

WHEREAS, Sgt. Fankhauser received many awards and recognitions during his service, he is noted for receiving the: Purple Heart (second war), Combat Action Ribbon (second war), Iraq Campaign Medal (third war), Marine Corps Good Conduct Medal (third war), Armed Forces Expeditionary Medal, National Defense Service Medal, Navy Unit Commendation (second war), Presidential Unit Citations-Navy, NATO Medal ISAF Afghanistan; and

WHEREAS, he is remembered by loved ones as a man of courage, strength, and compassion who gave unselfishly to others; Sgt. Fankhauser is survived by his father Henry (Betty) Fankhauser of McAllen, his mother Mary Wyscarver of Temple, and his wife Heather Fankhauser.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and pays tribute to the life and legacy of Staff Sergeant Joseph Henry Fankhauser and honors him and his family for his patriotic service and ultimate sacrifice, which will never be forgotten.

Approved this 22nd 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-32410 **8. A.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of Hidalgo County Investment Policy

BACKGROUND

Policy revised in accordance with Public Funds Investment Act (PFIA) Chapter 2256 and House Bill 2226.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:08 AM
Erika Zamora	Erika Zamora	05/18/2012 02:56 PM
Auditor's Office	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Fred Zamarripa Started On: 05/16/2012 03:38 PM

Final Approval Date: 05/18/2012

HIDALGO COUNTY INVESTMENT POLICY

Norma G. Garcia CCT, CIO

Hidalgo County Treasurer
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HIDALGO COUNTY INVESTMENT POLICY

I. OBJECTIVES

The Objectives of the Hidalgo County Investment Policy (hereinafter referred to as the "Policy") shall be:

1. To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County;

2. To insure the financial security and optimum liquidity of Hidalgo County funds in a prudent manner at all times;

3. To assist Hidalgo County in achieving reasonable market investment of Hidalgo County funds in a prudent manner at all times; and

4. To assist Hidalgo County in achieving the maximum interest yield on Hidalgo County funds at all times through methods allowed under federal and state law.

II. STANDARD OF CARE

Hidalgo County investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

III. INVESTMENT STRATEGY

Hidalgo County maintains a commingled portfolio, which encompasses five specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

General Operating Funds

Hidalgo County's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

Debt Service Funds

Hidalgo County shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

Capital Projects Funds

Hidalgo County's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

Special and Trust Funds

Hidalgo County shall invest Special and Trust Funds in accordance with state law and the Hidalgo County Investment Policy to the maximum ability that such investments may benefit Hidalgo County directly, or utilize said funds in a method that such funds may benefit Hidalgo County indirectly. Yield with safety will be attained through high quality investments, which maintain liquidity in the market.

Proprietary Funds

Hidalgo County's investment strategy for Proprietary Funds shall be made to ensure that anticipated cash flow needs are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To ensure these objectives, investments will be made in short-term, high quality, highly marketable securities.

General Strategy for All Funds

Hidalgo County's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Chapter 2256 of the Government Code. Hidalgo County, acting through its County Treasurer, shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the County's bank depository contract. If funds are used to purchase any

investment other than investment pool funds and mutual funds, settlement will be made on a delivery versus payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than 105% of the face/par value of the deposit increased by the amount of any accrued interest.

It is Hidalgo County's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date, said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County. Hidalgo County is not required to liquidate investments that were authorized investments at the time of purchase, Section 2256.017, Government Code.

The Hidalgo County investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

IV. DEPOSIT OF FUNDS

All funds received by officials of Hidalgo County shall be officially deposited with the County Treasurer upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within three (3) days from the date of collection by said officer, in accordance with state law.

V. INVESTMENT OFFICER

As chief custodian of Hidalgo County funds, the County Treasurer shall be the investment officer for Hidalgo County funds. Unless otherwise authorized by law or order of the Commissioners Court, a person other than the investment officer of Hidalgo County or his/her designated representative, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County, as defined in the Section 2256.005, Government Code, or (ii) be related with the second degree by affinity or consanguinity, as determined under Chapter 573, of the Government Code, to an individual seeking to sell an investment to Hidalgo County, the County Treasurer shall file a statement with the Commissioners Court and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo

County funds is vested in the Commissioners Court of Hidalgo County and said right of investment or management is extended by the Commissioners Court to the County Treasurer in its behalf. In accordance with Section 113.005, Government Code, the County Investment Officer is not responsible for any loss of the County funds through the failure or negligence of a depository. This section does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County funds, the Hidalgo County Commissioners Court extends the County Treasurer full authority for the investment of Hidalgo County funds per court order approved annually.

The County Treasurer is hereby authorized to utilize internal and external electronic means for investment transactions and to release same as required.

VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County's depository banking services contract, and appropriate approved collateral provisions, Hidalgo County may utilize the following methods for the investment of Hidalgo County funds, as allowed in Chapter 2256 of the Government Code:

1. Obligations of the United States or its agencies and instrumentalities with a 2 year maximum maturity.

2. Obligations of the State of Texas or its agencies and instrumentalities with a 2 year maximum maturity.

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States with a 10 year stated maximum maturity.

   In accordance with the provisions of Section 2256.009(b) of the Government Code, the following (a thru d) are **NOT** authorized investments under this section:

   a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

   b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

   c. Collateralized mortgage obligations that have a stated final maturity date of

greater than ten years.

d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Other obligations, the principal of and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities with a 2 year maximum maturity, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 2 year maximum maturity.

6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 1 year maximum maturity. In addition, an investment in certificate of deposit made in accordance with the following conditions is an authorized investment: (1) the funds are invested by an investing entity through a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by the investing entity as required by Section 2256.025, Government Code; or a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity; (2) the broker or the depository institution selected by the investing entity arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity; (3) the full amount of the principal and accrued interest of each of the certificate of deposit is insured by the United States or an instrumentality of the United States; and (4) the investing entity appoints the depository institution selected by the investing entity, an entity described in Section 2257.041(d), Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

7. Fully collateralized repurchase agreement authorized under Section 2256.011, Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase

agreements must have a defined termination date, be secured by a combination of cash and obligations described by Section 2256.009(a)(1), Government Code; and must require the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.

8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

9. A bankers' acceptance (i) is an authorized instrument under Subchapter 2256.012, Government Code, which has a stated maturity of 180 days or fewer from the date of its issuance; (ii) will be, in accordance with its terms liquidated in full at maturity; (iii) is eligible for collateral for borrowing from a Federal Reserve Bank; and (iv) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1+ or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 10% of the total Hidalgo County Investment Portfolio, and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.

10. Commercial paper is an authorized investment if the commercial paper: (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least: (a) two nationally recognized credit rating agencies; or (b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

11. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of $1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual

funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

12. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners Court by official court order authorize investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

When selecting an investment pool, the County Treasurer shall consider the following criteria:

a. The types of investment in which money is allowed to be invested;

b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;

c. The maximum stated maturity dated any investment security within the portfolio has;

d. The objectives of the pool;

e. The size of the pool;

f. The names of the members of the advisory board of the pool and the dates their terms expire;

g. The custodian bank that will safe keep the pool's assets;

h. Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation;

i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

j. The name and address of the independent auditor of the pool;

k. The requirements to be satisfied for an entity to deposit funds in and

withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County, an investment pool must furnish to the investment officer the following:

a. Investment transaction confirmations; and

b. A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested;

2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;

3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;

4) The book value verses the market value of the tool's portfolio, using amortized cost valuation;

5) The size of the pool;

6) The number of participants in the pool;

7) The custodian bank that is safekeeping the assets of the pool;

8) A listing of daily transaction activity of the entity participating in the pool;

9) The yield and expense ratio of the pool including a statement regarding how yield is calculated;

10) The portfolio managers of the pool;

11) Any changes or addenda to the offering circular.

Hidalgo County by contract may delegate to an investment pool the authority to hold legal

title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market mutual funds.

If the investment pool operates an Internet website, the information in a disclosure instrument or report described in subsection 2256.016(b), (c)(2), and (f), Government Code, must be posted on the website.

To maintain eligibility to receive funds from and invest funds on behalf of an entity under Chapter 2256, of the Government Code, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public investment pool must have an advisory board composed:

a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Government Code and managed by a state agency; or

b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

VIII. INVESTMENT IMPLEMENTATION

The County Treasurer may solicit offers for investment of funds from contracted financial

brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and County Judge or a representative of the Commissioners Court. Hidalgo County Funds will be invested in time deposits within any bank with which an agreement has been executed, in securities purchased from contracted broker/dealers, or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County funds, with funds becoming available as needed to meet the financial needs of Hidalgo County. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

County and District Clerk Trust Funds, and Adult Probation Funds shall be retained in time or interest bearing demand deposits at the Depository Bank or in separate investment pool accounts for the life of the depository contract, unless otherwise ordered by official court order, as earnings credits and compensating balances for Hidalgo County.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County fund, unless otherwise instructed by official court order or as required for immediate re-investment.

The County Treasurer will monitor rating changes in investments purchased. In the event that the minimum rating of an investment does not qualify it as an authorized investment during the period of that investment, the County Treasurer will take all prudent measures to liquidate said investment.

IX. INVESTMENT INSTITUTIONS

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County's banking services depository contract:

1. Authorized depositories.

2. SEC and state or NASD registered broker/dealers.

3. Public Funds Investment Pools based in the State of Texas.

4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County maintains a current written contract, authorized by Commissioners Court Order, and consistent with the Investment Policy of Hidalgo County.

Hidalgo County will generally use a request for proposal (RFP) method of securing the

services of Hidalgo County and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County, or may negotiate a contract for such services if recommended by the Hidalgo County Financial Review Committee and approved by the Commissioners Court. Hidalgo County will from time to time add or delete such firms, to further seek to enhance Hidalgo County's financial position as qualified firms become known to and are recommended by the Hidalgo County Investment Review Committee. All firms selected as financial brokers for Hidalgo County shall sign an officially approved contractual agreement which must be officially approved by the Commissioners Court and comply with the Hidalgo County Investment Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least annually, review, revise, and recommend for adoption by the Commissioners Court a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County.

A written copy of the Hidalgo County Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Investment Policy; and

2. Acknowledged in writing as approved by Hidalgo County that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County a written instrument as set forth hereinabove.

X. METHODS OF INVESTMENT

Internal Investments

The County Treasurer is authorized to internally electronically move funds for Hidalgo County investments from currently established funds, plus any newly established Hidalgo County Funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County checks with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to shorten float time on investments, for elimination of checks to make investments of funds within Hidalgo County accounts, and to return funds to primary Hidalgo County accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County funds currently established, plus any newly established Hidalgo County funds, as such investments mature.

External Investments

Hidalgo County will generally disburse all funds for investments from the Hidalgo County banking services depository bank by means of a properly authorized check. In accordance with Section 2256.051, Government Code, Hidalgo County may use an electronic funds transfer to invest all funds collected or controlled by Hidalgo County. Such program shall be under guidelines established and mutually agreeable between the County Auditor, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County funds for investment purposes from currently established Hidalgo County funds, plus any newly established Hidalgo County funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the County Auditor on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County maturities including principal and interest as such investments mature, for the proper internal disbursement to Hidalgo County funds.

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The Hidalgo County Treasurer shall select the type of securities pledged to secure Hidalgo County funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County funds shall be subject to prior official approval of the Hidalgo County Treasurer. The initial amount of securities to be pledged against Hidalgo County shall be adequate to fully collateralize the funds of Hidalgo County according to the State laws of Texas and shall continuously remain as such. The amount is subject to change as investments fluctuate in which case the collateral may be reduced with the approval of the County Treasurer.

The investment of any Hidalgo County funds shall be collateralized consistent with Federal and state law, Hidalgo County's banking services depository contract, and the Hidalgo County Investment Policy without exception, in one or more of the following manners:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

2. An Obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;

3. An Obligation, the principal of and interest of which are unconditionally guaranteed by the United States;

4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of

the nature described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral for any Hidalgo County funds; or

5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have a 10 year maximum stated maturity.

XII. LEVEL OF COLLATERAL

The market value of the pledged securities securing the time and demand deposits of public funds for Hidalgo County shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County funds.

XIII. POSSESSION OF COLLATERAL

All Securities pledged to secure time and demand deposits of Hidalgo County funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County as defined in Hidalgo County banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on County's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "County of Hidalgo" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Commissioners Court evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians issue to Hidalgo County through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All participants in the investment or holding of collateral for Hidalgo County investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County investments made at or through said institution.

XIV. INVESTMENT REPORTS

Not less than quarterly the County Treasurer shall prepare and submit to the Commissioners

Court a written report of Hidalgo County's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County. The report shall contain:

1. A detail of the investment position of Hidalgo County on the date of the report;

2. A summary statement of each pooled fund group that states the beginning market value for the reporting period the ending market value for the period, and fully accrued interest for the reporting period;

3. The book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

4. The maturity date of each separately invested asset that has a maturity date;

5. The account or fund or pooled group fund of Hidalgo County from which each individual investment was acquired; and

6. Compliance of the Hidalgo County Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and accepted by Commissioners' Court as indicated in Section XIV of this policy.

Hidalgo County shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County's established investment policies. The External Auditor shall also formally review the quarterly investment report and the results of the review shall be reported to the Commissioners Court by the auditor.

XV. CONTINUING EDUCATION

It is recommended that each member of Commissioners Court shall attend at least one training session relating to the person's responsibilities under Chapter 2256 of the Government Code, within six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10 hours training within every two-year period as required by Section 2256.008(a), Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with this chapter.

XVI. FINANCIAL REVIEW COMMITTEE

There shall be a Hidalgo County Investment Review Committee which shall consist of the County Treasurer as Chairman, County Judge and Budget Officer. As required, the Hidalgo County Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County funds and debt and asset management programs and making recommendations on such items to the Commissioners Court. The Hidalgo County Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Financial Advisor (if any) and Hidalgo County Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County financial procedures, implement Hidalgo County bond sales, or establish recommended policy for the Commissioners Court concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Commissioners Court.

In view of constant and enhanced financial and banking techniques which may prove beneficial to the Objectives of the Hidalgo County Investment Policy as herein set forth, the Hidalgo County Investment Review Committee will monitor such changes to determine required adjustments in the Hidalgo County Investment Policy.

XVII. REVIEW OF POLICY

The Hidalgo County Commissioners Court shall review these Policies and the County's investment strategies at least annually. Following such review, the Commissioners Court shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: _____
Date

AI-32337 **Tax Office 9. A.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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	O8300.99.000.0001.20	B&D Sports Inc DBA CTC Distributing	$3183.11	5/17/08

BACKGROUND

Pursuant to Tax Code 31.11(c), a refund application for an overpayment or erroneous payment must be made within three year after the due 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.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Tax Refunds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/14/2012 01:42 PM
Roland Garcia	Merlen P. Munoz	05/18/2012 08:04 AM
Olga Garza	Olga Garza	05/18/2012 11:04 AM
Auditor's Office	Arcilia Duran	05/18/2012 04:02 PM
Purchasing Department	Marty Salazar	05/18/2012 04:48 PM

Form Started By: Perla Lopez Started On: 05/14/2012 01:11 PM

Final Approval Date: 05/18/2012

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

May 14, 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

THE COUNTY OF HIDALGO TEXAS

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.O8300.99.000.0001.20	B&D SPORTS INC DBA CTC DISTRIBUTING	$ 3,183.11

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.

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
B & D SPORTS INC DBA CTC DISTRIBUTING

Present mailing address *(number and street)*
515 BLAZE BLVD

City, town or post office, state, ZIP code
EDINBURG, TX 78539-0000

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): VEHICLES & TRAILERS AT 615 BLAZE

Step 2: Describe the property

BOULEVARD NEW ACCT 2006

Address or location of property:

R766332

Account number of property: O8300.99.000.0001.20

Tax receipt number: OR 116873000

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	2007	5/17 / 08	$28,965.91	$3183.11
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$3183.11

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

APPLY TO ACCOUNT

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

Date of application for tax refund 7-14-11

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PD 8/4/11

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 7/26/11

P 6888958

7/26 8/3

AI-32379 **Emergency Management 11. A.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation designating May 27-June 2, 2012 as National Hurricane Preparedness Week

BACKGROUND

Attachments

proc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 04:55 PM
Auditor's Office	Arcilia Duran	05/17/2012 10:58 AM
Purchasing Department	Marty Salazar	05/17/2012 01:39 PM

Form Started By: Monica Badillo Started On: 05/15/2012 04:09 PM

Final Approval Date: 05/17/2012

PROCLAMATION RECOGNIZING MAY 22-28, 2011 AS
"NATIONAL HURRICANE PREPAREDNESS WEEK"

WHEREAS, the citizens of Hidalgo County have experienced numerous hurricane catastrophes over the years; many of which have greatly affected Hidalgo County residents' homes, schools, businesses, properties, and infrastructure; and

WHEREAS, hurricane season traditionally begins on June 1st and ends on November 30th; and

WHEREAS, hurricanes are not the only threat bringing with them heavy rainfall, flooding, tornadoes, lightning, high winds, and other such dangers; and

WHEREAS, Hidalgo County is the eighth largest County in the state of Texas; it is important that residents, businesses, and all neighboring communities be informed and well educated regarding the dangers of hurricane season and know what actions they should take during such events to stay safe; and

WHEREAS, Hidalgo County is committed to the safety, security, and livelihood of all residents during any such situation and is taking the necessary steps to prepare in anticipation of hurricane season, including informing residents about hurricane season; partnering with local community resources centers within the County and hosting "Dare to Prepare Hurricane Fairs" in June; and educating and empowering the community to make informed and responsible preparations;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby proclaims the week of May 22nd - 28th, 2011, as National Hurricane Preparedness Week in Hidalgo County.

Dated this _____ day of May, 2011.

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-32256 **HIDTA - Task Force 12. A.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Requesting to remove the following assets from the Fixed Asset Inventory:

Asset No.	Description	Acquisition Date	Serial No.
44487	Dell Precision 380 CPU Tower	12/28/2005	1C9XS81
44488	Dell Precision 380 CPU Tower	12/28/2005	7C9XS81

2. Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the Palmer Drug Abuse Program.

3. Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the Hidalgo County Constable's Office, Precinct 3.

BACKGROUND

As set forth under the Guide to Equitable Sharing for State and Local Law Enforcement Agencies;the recipient law enforcement agency may at its disdiscretion, transfer the tangible property to another governmental department or agency to support drug abuse treatment, drug and crime prevention and education, housing, and job skills programs, or other community-based programs.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Value included in attachment.

Attachments

MOU PDAP 2012

MOU Constable 3

Depreciation Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/08/2012 11:53 AM
Sylvia Solis	Sylvia Solis	05/15/2012 08:18 AM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Nelda Olivarez Started On: 05/08/2012 10:17 AM

Final Approval Date: 05/18/2012

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **COUNTY OF HIDALGO, TEXAS by and through the HIDALGO COUNTY HIDTA TASK FORCE**, hereinafter called "HIDTA", and the **PALMER DRUG ABUSE PROGRAM**, hereinafter called "PDAP".

WITNESSETH:

WHEREAS, HIDTA has certain surplus equipment and PDAP, a private, nonprofit community organization has a need for such surplus equipment which will be utilized to support drug abuse treatment, drug and crime prevention and education (hereinafter "Equipment");

WHEREAS, HIDTA and PDAP have common drug and crime prevention goals and the PDAP has a need for such Equipment to continue their efforts;

WHEREAS, HIDTA purchased the Equipment with Federal Asset Forfeiture Program Funds (Equitable Sharing), and the transfer of Equipment is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies*.

NOW THEREFORE, to enhance cooperation amongst agencies and express their mutual commitment to drug and crime prevention, HIDTA and PDAP hereby agree as follows:

1. **EQUIPMENT SHARING:** HIDTA will permanently transfer to the PDAP certain surplus designated Equipment owned by HIDTA which is identified as:

   A. Two (2) Dell Precision 380 CPU Towers

County Asset No.	Serial Number
1. 44487	1C9XS81
2. 44488	7C9XS81

2. **INDEMNITY**: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, PDAP, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, HIDTA, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE SURPLUS EQUIPMENT (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

A. PDAP will accept permanently transferred Equipment in "as-is" condition and acknowledges that HIDTA makes no warranty in any manner as to the fitness of the equipment for any purpose.

B. PDAP will be responsible for all Equipment repairs and maintenance.

C. PDAP agrees that Equipment shall be solely used to support drug abuse treatment, drug and crime prevention and education.

3. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

County will receive no compensation from PDAP for any EQUIPMENT shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: _____ 5/7/12
Rene Guerra, Hidalgo County District Attorney Date

By: _____ 5/7/2012
Dora Munoz, Commander, Hidalgo County HIDTA Task Force Date

PALMER DRUG ABUSE PROGRAM (PDAP)

By: _____ _____
Cynthia Morales, Executive Director Date

By: _____ _____
Dr. Bruce Reed, Board President Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
Josephine Ramirez Solis, Assistant DA

By: _____ Date: 5/11/13

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **HIDALGO COUNTY HIDTA TASK FORCE**, hereinafter called "HIDTA", and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3**, hereinafter called "CONSTABLE 3".

WITNESSETH:

WHEREAS, HIDTA has certain surplus equipment and CONSTABLE 3 has a need for such surplus equipment which will be utilized in crime prevention and law enforcement (hereinafter "Equipment");

WHEREAS, HIDTA and CONSTABLE 3 have common law enforcement and crime prevention goals and close government ties and the CONSTABLE 3 has a need for such Equipment to continue their efforts;

WHEREAS, HIDTA purchased the Equipment with Federal Asset Forfeiture Program Funds (Equitable Sharing), and the transfer of Equipment is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies*.

NOW THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to crime prevention and law enforcement, HIDTA and CONSTABLE 3 hereby agree as follows:

1. **EQUIPMENT SHARING:** HIDTA will permanently transfer to the CONSTABLE 3 certain surplus designated Equipment owned by HIDTA which is identified as:

   A. One (1) Dell Precision 380 CPU Tower

County Asset No.	Serial Number
44489	CC9XS81

   B. One (1) Dell Precision T3400 Minitower

County Asset No.	Serial Number
48732	4P9CQH1

2. **IN CONSIDERATION OF THE EQUIPMENT SHARING:** Constable 3 agrees to the following:

   A. CONSTABLE 3 will accept permanently transferred Equipment in "as-is" condition and acknowledges that HIDTA makes no warranty in any manner as to the fitness of the equipment for any purpose.

   B. CONSTABLE 3 will be responsible for all Equipment repairs and maintenance.

   C. CONSTABLE 3 agrees that Equipment shall be solely used for law enforcement purposes.

HIDTA will receive no compensation from CONSTABLE 3 for any EQUIPMENT shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO HIDTA TASK FORCE

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: _____ 5/7/12
Rene Guerra, Hidalgo County District Attorney Date

By: _____ 5/7/2012
Dora Munoz, Commander, Hidalgo County HIDTA Task Force Date

HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINT 3

By: _____ _____
Lazaro Gallardo Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
Josephine Ramirez Solis, Assistant DA
By: _____ Date: 5/11/12

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: GABRIEL NAVARRO
Requested By:
Date: 5/9/2012

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
44487	DELL PRECISION 380 CPU TOWER	$975.00	12/28/2005	2005	5/9/2012	7	6	$97.50	$877.50	$125.36	$752.14	$125.36
44488	DELL PRECISION 380 CPU TOWER	$975.00	12/28/2005	2005	5/9/2012	7	6	$97.50	$877.50	$125.36	$752.14	$125.36

AI-32275 **Urban County** **13. A.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Elsa is requesting approval of Amendment No. 1 to the existing contract agreement for material testing with L & G Engineering Laboratory, LLC. Amendment will modify the scope of work and decrease the total estimated fee by $1,137.99 for the Parks, Recreational Facility Improvements – Mario Leal project for FY 22 (2009).

BACKGROUND

Due to an oversight, no testing was performed on the placement of Ready Mixed Concrete during the Project. The new scope of work consists of Destructive (Concrete Coring) and Non-Destructive (Swiss Hammer) testing on the hardened concrete. (See attached supportive documentation.)

Original Contract: $8,124.28
Amended Contract: $6,986.29

Attachments

Contract Agreement /City of Elsa/L&G Engineering

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2012 11:19 AM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Mary Flores Started On: 05/09/2012 10:05 AM

Final Approval Date: 05/18/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO THE CONTRACT AGREEMENT MATERIAL TESTING SERVICES FOR PROFESSIONAL SERVICES BETWEEN HIDALGO COUNTY URBAN COUNTY PROGRAM AND L&G ENGINEERING LABORATORY, LLC

This Contract Amendment is entered into by and between Hidalgo County Urban County Program (the "Client") and L&G Engineering Laboratory, LLC (the "Consultant") effective May 22, 2012.

WHEREAS, the County, and Engineer entered into a Material Testing Services (the "Contract") on or about November 22, 2011 for the services related to Construction material testing services (the "Work") for the Pct. 1 Mario Leal Park Improvement Project (the "Project");

WHEREAS, at the time the Contract was executed the Work was to be done during the concrete pour phase of the Project;

WHEREAS, the concrete subcontractor failed to contact the Consultant for testing of the pour and now Consultant has modified the scope of the Work to perform Destructive (Concrete Coring) and Non-Destructive (Swiss Hammer) testing on the hardened concrete;

WHEREAS, Consultant further states in its April 30, 2012 correspondence to Client that such revised testing will allow determination of Compressive Strength data on the concrete structures of the Project; and

WHEREAS, Client and Consultant now desire to amend the Contract in order to perform testing on hardened concrete by amending the scope of the Contract decreasing the total estimated fee of the Consultant by One Thousand One Hundred and Thirty Seven and 99/100ths Dollars ($1,137.99).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. Attachment B of the Contract is deleted in its entirety and Attachment I attached hereto as Exhibit A to this Amendment is substituted in lieu thereof.

2. All terms and conditions set forth in the Contract except as amended herein are ratified and confirmed and shall remain in full force and effect during the

term of this Contract or any extension thereof pursuant to the terms of the Contract.

Executed effective as of the date first written above.

L&G Engineering Laboratory, LLC

By: _____
Print Name: Jacinto Garza, P.E.
Its: President, CEO

County of Hidalgo Urban County Program

By: _____
Print Name: _____
Its: UCP Director

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

L&G Engineering Laboratory

Construction Material Testing
~~Geotechnical Engineering~~

April 30, 2012

Received
APR 30 2012
Urban County Program
By:

Ms. Diana S. Serna
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Proposal for Construction Material Testing Services for Hidalgo County Pct. #1 Mario Leal Park Improvement Project (Change in Scope of Services)

Dear Ms. Serna,

L&G Engineering Laboratory, LLC is pleased to submit this amended proposal for **Construction Material Testing Services** for **Pct. #1 the Mario Leal Park Improvement Project.**

As you know, due to oversight, no testing was performed on the placement of Ready Mixed Concrete during the project. Our scope of work has been modified to allow to perform **Destructive (Concrete Coring)** and **Non-Destructive (Swiss Hammer)** testing on the hardened concrete. This testing will allow us to obtain Compressive Strength data on the Concrete Structures on this project.

Attached herein is a **"Attachment I"** which outlines the Field and Laboratory work we will be performing.

Feel free to contact me with any questions or comments you may have at 956-565-0760 or at 956-463-2008.

Sincerely,

Ricardo A. Gil
General Manager
L&G Engineering Laboratory, LLC

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

Attachment "I"
Mario Leal Park Improvements (Amended)
Prepared for Hidalgo County Pct No. 1

Subgrade Testing - Laboratory							
Tech Time	3	Hrs.	$43.10	$129.30		-21.55	R002
Trip Charge	20	Mi.	$0.47	$9.40	1		
Atterberg	1	Ea.	$71.80	$71.80	Site Visit	-287.20	R001/R002/R006/7
Moisture-Density Determ	1	Ea.	$191.60	$191.60	for	-191.60	R002
Reports	1	Ea.	$21.25	$21.25	Sample	-21.25	R002
Eng. Spec.	0.25	Hrs.	$107.70	$26.93	Pickup	-26.93	R002
Engineer	0.25	Hrs.	$143.70	$35.93		-35.93	R002
				Sub. $486.20		-584.45	
Subgrade Field Density Testing							
Tech Time	10	Hrs.	$43.10	$431.00		-301.70	R003/R005/9/10
Trip Charge	100	Mi	$0.47	$47.00		-28.20	R003/R005/9
Comp. Test	15	Ea.	$21.55	$323.25	5 visits	-215.50	R003/R005/9/10
Reports	5	Ea.	$21.25	$106.25	to perform	-63.75	R003/R005/9
Eng. Spec.	1.25	Hrs.	$107.70	$134.63	testing	-80.78	R003/R005/9
Engineer	1.25	Hrs.	$143.70	$179.63		-107.78	R003/R005/9
				Sub. $1,221.75		-797.70	
Select Fill - Buildings- Laboratory Testing							
Tech Time	3	Hrs.	$43.10	$129.30		-129.30	R001/6/8
Trip Charge	20	Mi.	$0.47	$9.40	1		
Atterberg	1	Ea.	$69.65	$69.65	Site Visit		
Moisture-Density Determ	1	Ea.	$191.60	$191.60	for	-383.20	R006/7
Reports	1	Ea.	$21.25	$21.25	Sample	-85.00	R001/R006/7/8
Eng. Spec.	0.25	Hrs.	$107.70	$26.93	Pickup	-107.70	R001/R006/7/8
Engineer	0.25	Hrs.	$143.70	$35.93		-143.70	R001/R006/7/8
				Sub. $484.05		-848.90	
Select Fill - Buildings - Field Density Testing							
Tech Time	10	Hrs.	$43.10	$431.00		-323.25	R010/11/12/13
Trip Charge	100	Mi	$0.47	$47.00	5 visits	-37.60	R010/11/12/13
Comp. Test	15	Ea.	$21.55	$323.25	to perform	-280.15	R010/11/12/13
Reports	5	Ea.	$21.25	$106.25	testing	-85.00	R010/11/12/13
Eng. Spec.	1.25	Hrs.	$107.70	$134.63		-107.70	R010/11/12/13
Engineer	1.25	Hrs.	$143.70	$179.63		-143.70	R010/11/12/13
				Sub. $1,221.75		-977.40	
Concrete Placement - Floor Slabs & Sidewalks & Drilled Piers							
Air Content	4	Ea.	$22.48	$89.92			
Cylinder Prep/Hold/Cure	16	Ea.	$11.32	$181.12			no work
Cylinder Compressive Strength	16	Ea.	$15.07	$241.12	4 site		performed
Tech Time (Concrete)	16	Hr.	$57.55	$920.80	visits		
Report	12	Ea.	$22.23	$266.76	to perform		
Trip Charge	80	Mi	$0.49	$39.20	random		
Eng. Spec.	3	Hrs.	$112.61	$337.83	testing		
Engineer	3	Hrs.	$150.22	$450.66			
				Sub. $2,527.41			

CMU Grout Testing						
Air Content	2	Ea.	$22.48	$44.96		
Specimen Comp. Test	6	Ea.	$31.31	$187.86		no work performed
Tech Time (Concrete)	5	Hr.	$57.55	$287.75	2 site visits	
Report	6	Ea.	$22.23	$133.38	to perform	
Trip Charge	80	Mi	$0.49	$39.20	random	
Eng. Spec.	1.5	Hrs.	$112.61	$168.92	testing	
Engineer	1.5	Hrs.	$150.22	$225.33		
			Sub.	$1,087.40		

CMU Mortar Testing						
Specimen Comp. Test	6	Ea.	$30.60	$183.60		
Tech Time (Concrete)	6	Hr.	$57.55	$345.30	2 site visits	no work performed
Report	6	Ea.	$22.23	$133.38	to perform	
Trip Charge	80	Mi	$0.49	$39.20	random	
Eng. Spec.	1.5	Hrs.	$112.61	$168.92	testing	
Engineer	1.5	Hrs.	$150.22	$225.33		
			Sub.	$1,095.73		

Estimated Field and Laboratory Testing Fees	$8,124.28	-3,208.57
Invoices on Contract	$3,208.57	
Current Contract Balance	$4,915.71	

Concrete Coring and Compressive Strength Testing						
Concrete Coring	4	Sets	$300.00	$1,200.00		
Specimen Comp. Test	12	Ea.	$35.00	$420.00		
Tech Time (Concrete)	8	Hr.	$57.55	$460.40	1 site visit	
Report	4	Ea.	$22.23	$88.92	to perform	
Trip Charge	80	Mi	$0.49	$39.20	testing	
Eng. Spec.	2	Hrs.	$112.61	$225.22		
Engineer	2	Hrs.	$150.22	$300.44		
			Sub.	$2,734.18		

Non-Destructive Testing						
Tech Time (Concrete)	6	Hr.	$57.55	$345.30	1 site visit	
Report	6	Ea.	$22.23	$133.38	to perform	
Trip Charge	80	Mi	$0.49	$39.20	testing	
Eng. Spec.	2	Hrs.	$112.61	$225.22		
Engineer	2	Hrs.	$150.22	$300.44		
			Sub.	$1,043.54		

Current Contract Balance	$4,915.71
Total Estimated Testing Fees for Scope of Work Change	$3,777.72
Contract Balance	$1,137.99

G.A.S. ENTERPRISES, INC
P.O. BOX 309
ELSA, TEXAS 78543
(956) 262-7106 FAX (956) 262-7107

April 30, 2012

Monica Leal
Urban County Program
1916 Tesoro Blvd.
Pharr, Tx 78577

Re: Mario Leal Park Project

Dear Ms. Leal:

This letter is to acknowledge that no testing was done during the concrete pour phase of the above referenced project. The concrete subcontractor was given the contact information for the testing lab and advised to contact them prior to the pour date and time. This was not done. G.A.S. Enterprises Inc. takes full responsibility for this oversight. We also acknowledge that any amount that is incurred over the original contract amount due to testing being done after the fact will be paid by G.A.S. Enterprises, Inc.

If you have any questions, please feel free to contact me.

Thank You

Rene Salinas

Client#: 11[illegible]4 GLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2011

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

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

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS:
INSURED L & G Engineering Laboratory LLC, L & G Consulting Engineers, Inc. 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Com — 33138 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Hartford Casualty Ins Co — 29424 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 $5,000 $2,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF00010203000	07/23/2011	07/23/2012	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
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

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

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Urban County
Program Attn: Diana R Serna-UCP
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-32277 **Urban County 13. B.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of Palmview, is requesting consideration and action to award and enter into a construction contract with MJA Construction, LLC for the Street Improvements project in the amount of $109,036.20, utilizing funds from UCP Year 23 (2010) Urban County Street Improvements line item.

BACKGROUND

The bid opening was held January 18, 2012 and the lowest bidder meeting all specifications and/or requirements was MJA Construction, LLC. The project involves street improvements to include curb and gutter, drainage, striping, lighting, and all related appurtenances on Minerva Street, Abram Road, and Bentsen Palm Drive in Palmview, Texas. Please see attached recommendation by the project engineer. (Project's engineering firm: SAMES, Inc.)

Contractor: MJA Construction, LLC.
Contract Amount: $109,036.20

Funds Available:	$ 98,140.24	YR 23 (2010) Palmview Street Improvement funds
	$ 11,587.34	YR 23 (2010) Palmview Street Improvements P.I. funds
	$109,727.58	Total funding available

Attachments

Letter/City of Palmview ,SAMES , Liability Insurance and Construction Contract

Part 1 of Construction Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2012 11:25 AM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Mary Flores Started On: 05/09/2012 11:10 AM

Final Approval Date: 05/18/2012

power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the owner shall be adjusted and determined by the Architect/Engineer.

36. State Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed materials" shall be included in the applicable section of the Contract Specifications covering this work.

37 Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;

(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations;
(f) to effect all cutting, fitting or patching of his work required to make the same to conform to t he plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is specially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any Provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin".

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may, direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contractor in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy prior to Acceptance by Owner

The Contractor agrees to use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Minimum Wages

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deductions of rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act thereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said

Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made of incurred during such weekly period.

53. Underpayment Of Wages Or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so such thereof as the Local Public Agency or Public Body may consider necessary to pay each laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or his subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plan, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

54. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or programs. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipts of the findings.

55. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Section 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in a calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages . In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excessive of 8 hours or in excessive of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any monies payable on account work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses i n paragraph (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

56. Employment of Apprentices/Trainees

(a) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered

program. Any employee listed on payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or representative of the Wage-Hour Division of the Labor written evidence of the registration of his program and apprentices as well the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(b) Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not by greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor Written evidence of the certification of his program, the registration of the trainees, and the ratios and wage prescribed in that program, In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Parts 30.

57. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institute shall be employed on the work covered by this Contract.

58. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by references) or the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276 (c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontracts subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

59. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics t be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

60. Fringe Benefits Not Expressed as Hourly Wage Rates

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, and hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

61. Posting Wage Determination Decision and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labors with respect to the various classification of labors and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

62. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discriminated against by Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify, in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

63. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classification of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by letter through the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application of interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act (c) the aforesaid Davis-Bacon Act, (d) the regulations of issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (c) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of housing and Urban Development, to the said Secretary's appropriated ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

65. Payroll and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contribution or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer of mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

66. Specific Coverage Of Certain Types Of Work By Employees

The transportation of material and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Programs to which this Contract pertains by person employed by the Contractor or any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

67. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United Stated Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

68. Provisions to Be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consisted with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

69. Breach of Foregoing Federal Labor Standards Provisions

In addition to the cause for termination of this Contractor as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor of any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Standards Provisions may also be grounds for debarment as provided by the applicable regulation issued by the Secretary of Labor, United States Department of Labor.

70. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be interested the same provision in each construction subcontract.

71. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

Supplemental Conditions

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	Nos.
Heating and Ventilating:	"
Plumbing:	"
Electrical:	"
_____	"
_____	"

SPECIFICATIONS:

General Construction:	Page	_____ to _____	, incl.
Heating and Ventilating:	"	_____ to _____	, incl.
Plumbing:	"	_____ to _____	, incl.
Electrical:	"	_____ to _____	, incl.
_____	"	_____ to _____	, incl.
_____	"	_____ to _____	, incl.

ADDENDA:

No._____ Date _____ No._____ Date

No._____ Date _____ No._____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a) For _____ (Page_____ of Specifications $_____
(b) For _____ (Page_____ of Specifications $_____
(c) For _____ (Page_____ of Specifications $_____
(d) For _____ (Page_____ of Specifications $_____
(e) For _____ (Page_____ of Specifications $_____
(f) For _____ (Page_____ of Specifications $_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less that $ _____ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $ _____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2)) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

Given on Pages _____, _____ and _____.

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor will/will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

***Strike out one.**

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts under $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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.

(2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirement in all subcontracts.

B. *Contracts Subject to Executive Order 11246, as Amended*

(Applicable to Farewell assisted construction contracts and related subcontracts exceeding $10,000)

During the performance of this contract, the contractor agrees as follows:

(1). The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulation and relevant order of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or which any of such rules, regulation, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase orders as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. *Home town or Imposed Plans*

In areas where a home town plan or imposed plan is operative, the Community Development Block Grant Recipient must contact the appropriate HUD Equal Opportunity Office for specific instructions.

9. *CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS*

(Applicable to Federally assisted construction contracts and related subcontract exceeding $100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USE 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following.

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USE 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USE 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring

that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structured)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. the Contractor and Subcontractor shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. the Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosive (Modify as Required)

When the use of explosive is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other undergoing structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosive by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under those specifications or contract.

D. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USE 170(u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.

(2) The "Section 3 clause" set forth in 24 CFR 135.20(b) shall form part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents".

(3) Contractors shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

CITY OF PALMVIEW

Mayor
Jorge G. Garcia

Mayor Pro-Tem
Gerardo Perez

Councilmen
Noe Ruben Munoz
Ricardo Villarreal
Joel Garcia Jr.

Councilwomen
Graciela S. Flores

City Manager
Johnn V. Alaniz

Asst. Manager
Ramon Segovia

City Secretary
Aida Rivas

The City of Palmview agrees move forward with a contract with MJA Construction being that MJA construction has decided to honor their bid for the Street Improvements Project (Bentsen Palm, Minerva, and Abram) even though the 90 day time frame for the bid has expired. Should you have any questions in this matter or if I can be of any assistance, please do not hesistate to contact me.

Thank you,

Ramon Segovia
City of Palmview

SAM Engineering and **S**urveying, Inc.

Reg. # F-10602

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

May 8, 2012

Candace J Armenta
Program Coordinator I
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Re: Letter of Recommendation – City of Palmview Street Improvements
Abram Road, Bentsen Palm Drive, and Minerva Street / Ruiz Street Improvements

Ms. Armenta,

We have reviewed the bid proposals submitted on January 18, 2012 by two local contractors for the above mentioned project. After careful review of the bid proposals, MJA Construction, LLC has submitted the lowest bid proposal with a base bid price of $109,036.20, and an alternate bid price of $161,384.60.

FJW Construction, LLC submitted a bid proposal with a base bid price of $132,113.70, and an alternate bid price of $205,748.50.

However, the construction budget for this project was $83,727.58 at the bidding phase. Consequently, the construction deficit of $25,308.62 prompted an amendment for the purpose of transferring $26,000.00, from surplus monies available from the City of Palmview Fire Department Improvements project, to this project. The recently completed amendment increased this project's construction budget to $109,727.58. This shall be sufficient funding for the construction of this project's lowest base bid of $109,036.20.

With this in mind, please consider our recommendation that MJA Construction, LLC be awarded the project for the total base bid price in the amount of $109,036.20.

Respectfully Submitted,

Saul D. Maldonado, P.E.,
Principal – SAMES, Inc.

M.J.A Construction, LLC

3100 Hacberry Ave
Mission , Texas 78574
Phone: 956-279-6610/956-239-7624 Fax: 956-585-6077
E-Mail: SGA6610@gmail.com
Contact: Sonya Gonzalez

May 1, 2012

To: Urban County Program
1916 Tesoro Blvd.
Pharr, Tx. 78577

Attn: Candace J Armenta
Program Coordinator I

Ms. Armenta,

This letter is to notify you that M.J.A. Construction, LLC will still honor our bid for Palmview Street Improvements Project: Abrahm Rd., Bentsen Palm Dr., Minerva St., Ruiz St. interconnect Bid# 5010-55-0311-5000-5500-UCP-CJA opened on January 18, 2012 although it is over the 90 day time frame.

Thank you,

Sonya A. Gonzalez
General Managing Member

CC: Saul Maldonado – SAMES, Inc.
Ramon Segovia – City of Palmview

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2012

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
Jesse Trevino Insurance Agency, Inc.
5835 Callaghan Road
Suite 320
San Antonio TX 78228-

CONTACT NAME:
PHONE (A/C, No, Ext): (210) 521-8803 **FAX (A/C, No):** (210) 521-8854
E-MAIL ADDRESS: nsalazar@jtiai.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hallmark Specialty	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED MJA Construction LLC
3100 Hackberry Avenue
Mission TX 78574-

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				/ /	/ /	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR			TXG317277-02	12/29/2011	12/29/2012	MED EXP (Any one person)	$ 5,000
					/ /	/ /	PERSONAL & ADV INJURY	$ 1,000,000
					/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC				/ /	/ /		$
	AUTOMOBILE LIABILITY				/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO				/ /	/ /	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS				/ /	/ /	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
					/ /	/ /		$
	UMBRELLA LIAB OCCUR				/ /	/ /	EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE				/ /	/ /	AGGREGATE	$
	DED RETENTION $				/ /	/ /		$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				/ /	/ /	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A				/ /	/ /	E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	$
					/ /	/ /		

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

CERTIFICATE HOLDER
( ) - ( ) -
Hidalgo County
100 N. Closner
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
David J Perez

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CONSTRUCTION CONTRACT

This Agreement entered into this 22nd day of May, 2012 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by and the City of Palmview (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE, and MJA Construction, LLC. (a corporation) of Mission, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME: Palmview Street Improvements
PROJECT No.: 5010-55-0311-5000-5500-UCP-CJA
PROJECT DESCRIPTION: Street Improvements on Abram, Bentsen Palm, Minerva, and Ruiz

heinafter called the project, for the sum of ($109,036.20) – One hundred nine thousand, thirty-six dollars and twenty cents and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by SAMES, Inc. aka Sam Engineering & Surveying, Inc., and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

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

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

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

Sonya A. Gonzalez,
General Managing Member
MJA Construction, LLC.

Name of Firm: MJA Construction, LLC.

Address: 3100 Hacberry Avenue
Mission, Texas 78574

Federal I.D./S.S.: 20-2541347

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

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

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

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

General Conditions

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor":	A person, firm or corporation with whom the contract is made by the Owner.
(b) "Subcontractor":	A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
(c) "Work on (at) the project":	Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work: each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, an all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

(b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The owner will pay for all laboratory inspection service direct, and not as a part of the contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to established conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a materials, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or

unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agrees to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of the work.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damages or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property --Emergency

The Contractor shall at all times safely guard the owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum,
(c) The actual cost of:
1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof with in the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained for time to time by the Owner form current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said then (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments

in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owners's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall be provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26 Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of

the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of the contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarity to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) Contractor's Public Liability and property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such as acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. Incase the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause

substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations or services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same

AI-32282 **Urban County 13. C.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County program on behalf of Hidalgo County Precinct No. 1 is requesting approval and award of best and final negotiated contract with Guzman & Muñoz Engineering and Surveying, Inc. in the amount of $15,420.00 utilizing CDBG FY 24 (2011) Street Improvement – Solar Lights project.

BACKGROUND

Guzman & Muñoz Engineering and Surveying, Inc. submitted a best and final offer for professional engineering services for a Solar Light Project within Hidalgo County Precinct No. 1. Guzman & Muñoz Engineering and Surveying, Inc. was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount:	$15,420.00	
Funds Available:	$41,000.00	2011 – Street Improvement – Solar Lights

Attachments

Professional Service Agreement Guzman & Munoz Engineering

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/09/2012 11:46 AM
Auditor's Office	Arcilia Duran	05/18/2012 04:32 PM
Purchasing Department	Marty Salazar	05/18/2012 04:34 PM

Form Started By: Mary Flores Started On: 05/09/2012 11:32 AM

Final Approval Date: 05/18/2012

COUNTY of HIDALGO

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

May 3, 2012

Hidalgo County - Urban County Program
Attn: Diana R. Serna, Director
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Best and Final Offer for Precinct No. 1 - Solar Light Project

Dear Ms. Serna,

This is to inform you that Hidalgo County Precinct No. 1 is in concurrence with the best and final offer and scope of services submitted by Guzman & Muñoz Engineering and Surveying, Inc in the amount of $15,420.00. Please proceed with submitting to County Commissioners' Court for approval of contract.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

Eddy Gonzalez
Executive Assistant for Community Inter Relations
Hidalgo County Precinct No. 1

MAY - 4 2012

Urban County Program
By:

THE COUNTY OF HIDALGO TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 22nd day of May, 2012 by and between **Urban County Program,** (hereinafter called the "Party") and **Guzman & Muñoz Engineering and Surveying, Inc.** duly authorized Engineer, herein acting by **Jose Muñoz, P.E., S.I.T** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements-Solar Lights** Account(s) **5011-91-0311-5000-9100** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any
construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ **15,420.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities
related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related
to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however,
that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing

Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be May 22, 2012. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____

Jose Muñoz, P.E., S.I.T

Firm Name: Guzman & Muñoz Engineering and Surveying, Inc.
Address: 2020 E. Expressway 83
City/ST/ZIP: Mercedes, TX 78570

FED ID #/SS #: 74-2695447

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

GM
GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

5/1/12 Maritza Munoz
cc: Eddy Gonzalez
P.R. Avila
Juan Ybarra (original)
note: Please follow-up!
Thanks
may

May 1, 2012

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

Re: Hidalgo County Precinct 1 Energy Efficiency and Conservation Block Grant (EECBG) Solar Lights for Country Village Subdivision 1 & 2 Improvement Project – Best and Final Offer

Dear Commissioner Quintanilla:

GMES is pleased to offer our complete surveying, design and construction phase services for this project. We have reviewed our scope of services and find that the following fees are reasonable and in line with current Texas Society of Professional Engineers guidelines for compensation of basic engineering design services and other additional professional services.

Basic Engineering Services	
Project Basic Engineering Design	$ 9,936.00
Surveying For Design	$ 3,000.00
Additional Professional Services	
Construction Oversight	$ 2,484.00
Total Fees	**$15,420.00**

We look forward to working with Hidalgo County Precinct No. 1 for the successful completion of this project within the budget and time allowed. **The total fees of $15,420.00 is our best and final offer.**

Please call us if you need any further assistance or have any questions.

Respectfully,
Guzman & Munoz Engineering and Surveying, Inc.

Jose Munoz, P.E., S.I.T.
President

Received
MAY - 4 2012
Flood Control Program

Copy: Jose L. Muniz, GMES
File: Z:\GMES04\Hid\County\Pct1\P-772 Country Village - Solar Lights\P772 Solar Lights best final offer (042512).doc

GM

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

May 1, 2012

Hidalgo County Precinct 1
Commissioner, Joel Quintanilla
C/O Mr. Juan J. Ybarra,
Asset Mgt. Supervisor
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Hidalgo County Precinct 1 Energy Efficiency and Conservation Block Grant (EECBG) Solar Lights for Country Village Subdivision 1 & 2 Improvement Project Scope of Services & Engineers Probable Cost Estimate

Dear Mr. Ybarra:

Please find the attached Scope of Services for the above mentioned project. GMES is pleased to offer our complete surveying, design and construction phase services for this project. Also attached is the Engineers probable construction cost estimate with fees.

We look forward to working with the County Precinct No. 1 for the successful completion of this project within the budget and time allowed.

Please call us if you need any further assistance or have any questions.

Respectfully,
Guzman & Munoz Engineering and Surveying, Inc.

Jose L. Munoz, P.E., S.I.T.
President

Copy: Jose Luis Muniz, GMES

File: Z:\GMES04\Hid\County\Pct1\P-772 Country Village - Solar Lights\Solar Lights Country Village -Scope of Services Cover letter (042512).doc

Hidalgo County Precinct 1
Energy Efficiency and Conservation Block Grant (EECBG)
Solar Lights for Country Village Subdivision 1 & 2 Improvement Project

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

Date: May 01, 2012

GMES shall render the following professional services necessary for the development of this project:

SCOPE OF SERVICES

PRELIMINARY DESIGN

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the county providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the City / County representative in connection with any such services.
3. Prepare any permits that maybe required. (County & City)
4. Prepare preliminary engineering design plans as necessary with cost estimates.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency (ies) and obtain clearance.

FINAL DESIGN

6. Prepare final engineering design plans with final cost estimate.

CONSTRUCTION PHASE SERVICES

7. Prepare bid packet/contract documents/advertisement for bids.
8. Conduct bid opening and prepare minutes if required.
9. Tabulate, analyze, and review bids for completeness and accuracy and make award recommendations as required.
10. Provide horizontal and vertical control for construction contractor. Contractor will provide his own construction staking.
11. Conduct pre-construction conference and prepare copy of report/minutes.
12. Issue Notice to Proceed to construction contractor.

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

14. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract. The provision of a qualified Construction Inspector for daily, partial or routine inspections is considered additional services and are not included in our fees.

15. Consult with and advise the City / County during construction; issue to contractors all instructions requested by the City / County; and prepare routine change orders if required.

16. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).

17. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the county, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

18. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the locality and approval by the Owner / Hidalgo County.

19. Prepare Certificate of Construction Completion and Clean Lien Certificate.

20. Conduct interim/final inspections.

21. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

22. Easements, surveying for easements, Survey plats / sketches, and Metes & Bounds Descriptions shall be considered additional services and are not included in our fees.

ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST
Hidalgo County Precinct 1 - EECBG - Counrty Village Subdivision & No. 2
Southwest Corner of FM 88 & Mile 13 North Road

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
Solar Lights for Country Village Subdivision 1 & 2					
1	Solar Street Lights, including 2 x 135 Watts solar panel, Cobrahead dome lens,4 battery aluminum enclosure,Mounting bracket, solar light controller / LED Driver SC300, Mounting arm for Cobrahead (10'L X 5'H X 3.5°), 4 x 12 Volt 100 Ah Gel Cells and mounted on wood light poles 26 to 28 ft height from natural ground, complete in place	12	EA.	$6,900.00	$82,800.00
	Total Probable Engineers Estimated Construction Cost				**$82,800.00**

A.	**Engineering**				**$9,936.00**
B.	**Constuction Phase Services / Daily Inspection**				**$2,484.00**
C.	**Topography Surveying Each Site / Const. Staking**	**12**	**EA.**	$250.00	**$3,000.00**
	Total A., B., and, C.			**$15,420.00**	

TOTAL	**$98,220.00**

GUZMA-3 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/12

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC 956-682-2841 956-630-4015	CONTACT NAME: Nancy Olmedo PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: nolmedo@swkins.com
INSURED Guzman & Munoz Engineering and Surveying, Inc. 2020 E Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Assurance Company of America INSURER B : Texas Mutual Insurance Co. — 22945 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PAS00521791	01/13/12	01/13/13	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PAS00521791	01/13/12	01/13/13	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001218030	11/09/11	11/09/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

Hidalgo County Precinct 1
Urban County
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
Cynthia Cabaza

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AI-32307 **Urban County 13. D.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Dos Logistics Inc. in the amount of $874,911.00 utilizing Texas General Land Office (GLO) Disaster Recovery Round 2.1 funds for the Hidalgo County Pct. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral". (GLO Contract No. 12-406-000-6453)

BACKGROUND

Dos Logistics Inc. has submitted a best and final offer for professional engineering services for Flood Drainage
Improvements within Pct. 1. Dos Logistics Inc. was the highest rated firm by Commissioner's Court. Contract
approval in the amount of $_____ is being requested. See attached Scope of Services and the Best
and Final Offer.

Contract Amount: $
Funds Available: $ 1,599,430.00

Attachments

backup
letter
backup 2
insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/10/2012 03:24 PM
Auditor's Office	Arcilia Duran	05/18/2012 04:29 PM
Purchasing Department	Marty Salazar	05/18/2012 04:33 PM

Form Started By: Mary Flores Started On: 05/10/2012 02:51 PM

Final Approval Date: 05/18/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 22nd day of May, 2012 by and between **Urban County Program,** (hereinafter called the "Party") and **Dos Logistics, Inc.** duly authorized Engineer, herein acting by **Eric C. Ybarra, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **GLO Flood & Drainage Improvements Project known as the "Delta Area Connector/East Lateral"** Account(s)_____ _____ *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 874,911.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

DRAFT

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be May 22, 2012. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Eric C. Ybarra, P.E.

Firm Name: Dos Logistics Inc.
Address: 212 West 3rd Street
City/ST/ZIP: Weslaco, TX 78596

FED ID #/SS #: 47-0946163

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

DRAFT

DL INC.
DOS LOGISTICS, INC.
CORPORATE OFFICE

May 14, 2012

Hon. Joel Quintanilla
Hidalgo County Commissioner Pct. 1
1902 Joe Stephens Avenue.
Weslaco, Texas 78596

RE: Information Requested for Delta Area Connector/East Lateral Project

Honorable Commissioner Quintanilla:

Dos Logistics, Inc. (DL, Inc.) appreciates the opportunity to provide professional services for the Delta Area Connector/East Lateral Project. As per Ms. Diana Serna's request we have re-visited our cost proposal and modified it as shown on Exhibit A. Also attached please find the additional information requested by Urban County office staff on Thursday, May 10, 2012. In this package you will find:

- Exhibit A: Scope of Services & Schedule of Fees
- Letter of Best and Final Offer
- W9 Form(Original Signature)
- Certificate of Debarment (Original Signature)
- CIQ Form (Copy)

Once again, thank you for your consideration. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (956) 968-8800, or Mr. Hugo Gonzalez, P.E., Resident Engineer, at your earliest convenience.

Sincerely,

Eric C. Ybarra
President

Cc: Diana Serna, Urban County Director
Eddie Gonzalez, Hidalgo County Pct. 1
Tony Barco, Urban County

EXHIBIT "A"

Scope of Services and Schedule of Fees

The project will consist of data collection, preliminary engineering analysis, engineering design, bidding assistance, topographic surveying, geotechnical engineering construction management & materials testing for widening/re-grading/constructing approximately 8.0 miles of existing drainage channel between the Mercedes Lateral and the Main Floodwater Channel. The exact alignment will be determined during the preliminary engineering phase.

The project. is divided into six phases, Preliminary Engineering and Design, Final Design, Construction Phase Services, QA/QC Services, and Special Services.

The Data Collection Services includes compilation of survey, engineering and related data.

The Preliminary Engineering and Design phase will provide the general data collection, and develop the Preliminary Engineering Report and plans to the schematic level, and will include typical channel sections, locations and sizes of drainage structures at roadway and irrigation canal crossings, and related information to provide information for Final Design, This phase will develop the proposed plans to the 30-percent level required for completed plans, specifications and estimates (PS&E).

The Final Design Phase will include the proposed route connecting to the Hidalgo's Main Floodwater Channel. Any culvert crossings needed will be designed and constructed. This section of the project will be developed to complete PS&E, for use by the County.

Construction Phase Services will also be provided and will include assisting the County to take the completed PS&E portion of the project through advertisement, bidding, award, preconstruction meetings, site visits, and project completion and close-out.

QA/QC Services involves monitoring, coordination and checking of the design documents at the 30%, 60%,90% and Final Plans Review milestones.

PHASE 1 Data Collection

A. Survey

1. Ties to physical features within a 350-ft corridor centered on proposed alignment (building corners, edge of pavement, water, server, electric, telephone, cable, and irrigation systems, driveways, sheds, trees .

2. Ground shots for topo, within the 350-ft corridor centered on proposed alignment. Ground shots will include tops and toes of slopes of existing irrigation ditch, tops and toes of berms, top and lowline shots of any culverts, natural ground at centereline of alignment and at 100 feet left/right of centerline, roadway crossing, slab elevations, and related features.

3 Cross sections will be taken at approximately 250-ft intervals. Additional sections will be taken at upstream and downstream of roadway crossings, and ditch crossings.

B. Engineering

1. Proposed plans and calculations for outfall drainage.
2. As-built plans for existing underground irrigation facilities.
3. LIDAR and aerial photos when available.
4. County design requirements.
5. Go-by plans from County.
6. Plans for other projects impacted by proposed drainage channel.
7. Develop project criteria.

PHASE II Preliminary Engineering and Design

A. Preliminary Design Plans (30%)

1. Prepare General Drawings
2. Prepare Plan and Profile Schematic
3. Preliminary plan and profile for drainage structures
4. Preliminary hydraulic calculations sheets
5. Preliminary typical section sheets
6. Submit for county Review and approval prior to final design

PHASE III FINAL DESIGN

B. Plans (60%)

1. Plan/Profile sheets for channel.
2. Final Drainage Area Map and Drainage Master Plan
3. Final Hydraulic Data sheets for drainage structures.
4. Final Typical Sections.
5. Preliminary Details sheets.
6. Preliminary SWPPP layout.
7. Preliminary Specifications.
8. Preliminary Quantities.
9. Update engineers Opinion of Construction Cost.
10. Submit for County Review.

C. Plans (90%)

1. Final General plan sheets.

2. Final Plan/Profile sheets.
3. Final Typical Sections and Details sheets.
4. Final SWPPP Sheet
5. Final Specifications.
6. Final Quantities.
7. Final engineers Opinion of Construction Cost.
8. Submit for County Review.

D. Permits

1. TCEQ TPDES Documentation.
2. Section 404 Permit (Nationwide Permit or Individual Permit) from the U.S. Army Corps of Engineers, if necessary.
3. State Water Quality Certification (Section 401 Certification), if necessary.
4. All permits will be prepared after Preliminary SWPPP is developed, but before Final Plans.

E. Final Plans (100%)

1. Address all comments received from 90%.
2. Submit to County for acceptance.

F. Review (30%, 60%, 90%)

1. Provide required materials to County for review.
2. Address comments received.
3. Document comments and responses.

G. PHASE IV Construction Phase Services (Construction Management)

H. Pre-Bid

1. Prepare Advertisement / Information for Bidders and Provide to County.
2. Prepare blank Bid Tabulation.
3. Prepare copies of the plans and specifications as required.
4. Address Bidder questions.

I. Bid Opening

1. Attend Bid Opening and receive bids opened by the County.
2. Prepare Bid Tabulation of Bids received.
3. Check Bidder Qualifications, including bonding for lowest bidder.
4. Prepare recommendation of award.
5. Prepare final contract documents.

J. Construction Phase

1. Issue Notice To Proceed and attend preconstruction conference.
2. Review shop drawings as needed.
3. Issue change Orders, if needed (limit 2).
4. Review monthly contractor's Estimate of Work Completed and recommended payment.
5. Project site visits will be performed during the project and at final project completion to confirm work completed.
6. Provide partial on-site supervision.
7. Schedule testing of material as needed.
8. Prepare final punch list upon completion of final project inspection.
9. Prepare recommendation for final payment.

PHASE V QA/QC

K. General Requirements

1. Required prior to 30%, 60%, 90%, and Final reviews.
2. Document in project files.

L. Personnel

1. QA/QC Manager
2. Project Manager
3. Specialists, including Senior Hydraulic Engineer, Structural Engineer, Chief Surveyor, etc. as needed.

PHASE VI Special Services Included in this Proposal

A. Topographic Survey
B. Geotechnical Engineering
C. Construction Management & Material Testing

Schedule of Fees

Engineering	$ 512,879
Topographic Surveying	$ 120,678
Geotechnical Engineering	$ 60, 338
Construction Management & Materials Testing	$ 181, 016
Total Professional Services	**$874,911**

Form **W-9**
(Rev. December 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)
ERIC C. YBARRA

Business name/disregarded entity name, if different from above
DOS LOGISTICS, INC.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1002 E. EXPRESSWAY 83

Requester's name and address (optional)

City, state, and ZIP code
WESLACO, TEXAS 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

Employer identification number
4	7	-	0	9	4	6	1	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/14/2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: Eric C. Yharra

Title: President/CEO

Telephone Number: 956-968-8800

Date: 5/14/2012

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Rec'd w/Hidalgo County Jan. 13, 2012

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.

Eric C. Ybarra

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

1-16-2012

Date

Adopted 06/29/2007

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1

May 16, 2012

Diana R. Serna
Executive Director
1916 Tesoro Blvd.
Pharr, Tx 78577

Re: Authorization to accept and approve best and final offer
Delta Area Connector/East Lateral (GLO Contract No. 12-406-000-6453)

Dear Ms. Serna:

Please accept this letter as Precinct No. 1's formal request to submit an agenda item to Hidalgo County Commissioners' Court requesting the authority to accept and approve the best and final offer submitted by **Dos Logistics, Inc.**, in the amount of **$874,911.00**, for Professional Engineering Services for the East Lateral Channel portion of the Pct. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral".

Attached for your reference is the Engineers best and final offer and the engineering scope of services within the East Lateral Channel.

Sincerely,

Joel Quintanilla
Pct. 1 Commissioner

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

ACORD®

CERTIFICATE OF LIABILITY INSUR/ CE

DATE (MM/DD/YYYY) 1/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF ORMATION 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 PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

ORTANT: 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
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074

CONTACT NAME: Thomas Henrichsen
PHONE (A/C, No, Ext): 713-272-0558 FAX (A/C, No): 713-779-9410
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Sentinel Insurance/The Hartf	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Twin City Fire Insurance Co.	
INSURER D: Travelers Insurance Company	
INSURER E:	
INSURER F:	

INSURED
DOS Land Surveying, LLC

1002 East Expressway 83
Weslaco, TX 78596
956-797-4601

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			61SWC 610489	06-27-11	06-27-12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			61UECKO4005	08-8-11	08-8-12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		61WBCPO5957	4/14/11	4/14/12	[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
A	Professional			61SWC 610489	06/27/11	06/27/12	$ 1,000,000	
D	Valuable Papers			QT6604226L899	12-13-11	12-13-12	$ 100,000 Occurrence	

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

CERTIFICATE HOLDER

MASTER CERTIFICATE
for information purposes only
Dos Land Surveying, LLC
1002 East Expressway 83
Weslaco, TX 78596

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2012

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 Ron Robertson Insurance Agency 7322 S.W. Frwy. Ste. 1850 Houston, TX. 77074	CONTACT NAME: Thomas Henrichsen PHONE (A/C, No, Ext): 713-272-0558 FAX (A/C, No): 713-779-9410 E-MAIL ADDRESS:
INSURED Dos Logistics, Inc. 1002 East Expressway 83 Weslaco, TX 78596 956-968-8800	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: Northfield Insurance INSURER B: Sentinel Insurance / Hartford INSURER C: Texas Mutual Insurance Company INSURER D: Evanston Insurance Company INSURER E: Travelers Insurance Company INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			BA-2410ACR	10-28-11	10-28-12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS			61 UECK04021	08/20/11	08/20/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001199185	03/18/11	03/18/12	[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
D	Professional E&O			EED 0001028	10-28-11	10-28-12	$2,000,000 occurrence	
E	Valuable Papers			QT6604226L899	12-13-11	12-13-12	$ 100,000 Occurrence $ 1,000 Deductible	

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

Engineering / Inspection Services per contract

CERTIFICATE HOLDER

MASTER CERTIFICATE
Dos Logistics, Inc.
1002 East Expressway 83
Weslaco, TX 78596

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AI-32308 **Urban County 13. E.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Quintanilla, Headley & Associates in the amount of $162,980.00 utilizing Texas General Land Office (GLO) Disaster Recovery Round 2.1 funds for the Hidalgo County Pct. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral". (GLO Contract No. 12-406-000-6453)

BACKGROUND

Quintanilla, Headley & Associates has submitted a best and final offer for professional engineering services for
Flood Drainage Improvements within Pct. 1. Quintanilla, Headley & Associates was the highest rated firm by
Commissioner's Court. Contract approval in the amount of $ _____is being requested. See attached Scope of Services and the Best and Final Offer.

Contract Amount: $
Funds Available: $ 1,599,430.00

Attachments

backup
backup 2
letter
backup 3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/10/2012 03:24 PM
Auditor's Office	Arcilia Duran	05/18/2012 04:23 PM
Purchasing Department	Marty Salazar	05/18/2012 04:33 PM

Form Started By: Mary Flores Started On: 05/10/2012 03:03 PM

Final Approval Date: 05/18/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 22nd day of May, 2012 by and between **Urban County Program,** (hereinafter called the "Party") and **Quintanilla, Headley & Associates Inc.**, duly authorized Engineer, herein acting by **Alfonso Quintanilla, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **GLO Flood & Drainage Improvements Project known as the "Delta Area Connector/East Lateral" – Colonia Infrastructure Improvements II** Account(s)_____ *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

DRAFT

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 162,980.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **May 22, 2012**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Alfonso Quintanilla, P.E.

Firm Name: **Quintanilla, Headley & Associates**
Address: **124 E. Stubbs Street**
City/ST/ZIP: **Edinburg, TX 78539**

FED ID #/SS #: **74-2648167**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

DRAFT

Form **W-9**
(Rev. October 2007)
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)
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
124 E. STUBBS STREET

Requester's name and address (optional)

City, state, and ZIP code
EDINBURG, TX 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 : 2648167

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5-14-12

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,

2272341

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.**

Quintanilla, Headley & Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

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 ☒ XX 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 ☒ XX 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 ☒ XX No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Alfonso Quintanilla, President

Signature of person doing business with the governmental entity

January 13, 2012

Date

Adopted 06/29/2007

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: Alfonso Quintanilla, P.E.
Title: President
Telephone Number: (956) 381-6480
Date: 5-14-12

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2012

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	JUAN CAZARES, AGENT 1408 S CLOSNER EDINBURG TX 78539 956-381-0829
CONTACT NAME:	LUPITA MARTINEZ
PHONE (A/C, No, Ext):	956-381-0928
FAX (A/C, No):	956-318-1761
E-MAIL ADDRESS:	guadalupe.o.martinez.h58o@statefarm.com
INSURED	QUINTANILLA, HEADLEY & ASSOCIATES INC. 124 E STUBBS ST EDINBURG TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : State Farm Fire and Casualty Company	25143
INSURER D : State Farm Fire and Casualty Company	25143
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	Y	Y	90-63-2329-1 I	03/12/2012	03/12/2013	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$	2,000,000
	POLICY PRO-JECT LOC							$	
B	AUTOMOBILE LIABILITY	Y	Y	00 5405-B01-53 E	02/01/2012	08/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	500,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	500,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	500,000
								$	
C	UMBRELLA LIAB OCCUR	Y	Y	90-EJ3010-1 F	03/12/2012	03/12/2013	EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	1,000,000
	DED RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-BK-M332-3 F	10/11/2011	10/11/2012	WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N: N	N/A	Y				E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

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CERTIFICATE HOLDER

HIDALGO COUNTY URBAN PRGRAM

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

Monica Tamez

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381.0527

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2012

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	JUAN CAZARES, AGENT 1408 S CLOSNER EDINBURG TX 78539 956-381-0829
CONTACT NAME:	LUPITA MARTINEZ
PHONE (A/C, No, Ext):	956-381-0928
FAX (A/C, No):	956-318-1761
E-MAIL ADDRESS:	guadalupe.o.martinez.h58o@statefarm.com
INSURED	QUINTANILLA, HEADLEY & ASSOCIATES INC. 124 E STUBBS ST EDINBURG TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : State Farm Fire and Casualty Company	25143
INSURER D : State Farm Fire and Casualty Company	25143
INSURER E :	
INSURER F :	

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

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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	Y	Y	90-63-2329-1 I	03/12/2012	03/12/2013	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$	2,000,000
	POLICY PRO-JECT LOC							$	
B	AUTOMOBILE LIABILITY	Y	Y	00 5405-B01-53 E	02/01/2012	08/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	500,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	500,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	500,000
								$	
C	UMBRELLA LIAB OCCUR	Y	Y	90-EJ3010-1 F	03/12/2012	03/12/2013	EACH OCCURRENCE	$	
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-BK-M332-3 F	10/11/2011	10/11/2012	WC STATU-TORY LIMITS / OTH-ER		
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CERTIFICATE HOLDER

HIDALGO COUNTY URBAN PRGRAM

CANCELLATION

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ACORD

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AUTHORIZED REPRESENTATIVE

Monica Tamez

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381.0527

AI-32309 **Urban County 13. F.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with SAMES Engineering & Surveying, Inc. in the amount of $189,225.00 utilizing Texas General Land Office (GLO) Disaster Recovery Round 2.1 funds for the Hidalgo County Pct. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral". (GLO Contract No. 12-406-000-6453)

BACKGROUND

SAMES Engineering & Surveying Inc. has submitted a best and final offer for professional engineering services
for Flood Drainage Improvements within Pct. 1. SAMES Engineering & Surveying Inc. was the highest rated
firm by Commissioner's Court. Contract approval in the amount of $ _____is being requested. See
attached Scope of Services and the Best and Final Offer.

Contract Amount: $
Funds Available: $ 1,599,430.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Please attach insurance certificate; and legal counsel's review. In addition, the contract amount should be added to the agenda caption.

Attachments

backup

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/10/2012 03:24 PM
Auditor's Office	Arcilia Duran	05/18/2012 04:26 PM
Purchasing Department	Marty Salazar	05/18/2012 04:33 PM
Form Started By: Mary Flores		Started On: 05/10/2012 03:11 PM

Final Approval Date: 05/18/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 22nd day of May, 2012 by and between **Urban County Program,** (hereinafter called the "Party") and SAM Engineering & Surveying Inc. (SAMES Inc.), duly authorized Engineer, herein acting by Samuel D. Maldonado, P.E., RPLS (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **GLO Flood & Drainage Improvements Project known as the "Delta Area Connector/East Lateral – Colonia Infrastructure Improvements I"** Account(s)_____ *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ 189,225.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be May 22, 2012. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Samuel D. Maldonado, P.E., RPLS

Firm Name: SAM Engineering & Surveying Inc. (SAMES)
Address: 200 South Cage Blvd., Ste. A
City/ST/ZIP: Pharr, TX 78577

FED ID #/SS #: 26-2941288

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

DRAFT

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

COPY

TBPE Firm Reg 10602
200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

May 14, 2012

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

Re: Hidalgo County - GLO 2.1
Contract Re-Negotiation Letter

Commissioner Quintanilla,

We are pleased to submit our Amended Contract Offer Letter for the Hidalgo County - General Land Office Disaster Recovery Project, Round 2.1. It is our understanding that the overall scope includes Drainage Improvements for 15 Colonia Communities in Hidalgo County, with outfalls to the Mercedes Lateral and Proposed East Lateral.

We are offering to provide Surveying, Design Engineering and Construction Phases Services for the following colonias; Acre Tract, Bernal Heights #1, Bernal Heights #2, Bar #3, Chapa North, and Chapa South within Precinct No. 1.

Our offer to provide professional engineering services for the six (6) colonias as indicated above in the amount of $189,225.00. Attached is Exhibit A which depicts the breakdown per professional task required to fulfill the proposed improvements, our scope of services and fee breakdown.

With concurrence of the above offer, we agree to eagerly commence production of submittals for review and construction.

Respectfully,

Samuel D. Maldonado, P.E., RPLS
Principal
TX Reg. F-10602

CC: Diana R. Serna, Director Urban County
Antonio Barco, Deputy Director Urban County

Received
MAY 16 2012
Urban County Program
By:

S:\SAMES\ENG\ENG 2012\Eng 12 033_Hidalgo County GLO 2.1\Misc Docs\Offer Letter to County.doc

EXHIBIT "A"

HIDALGO COUNTY PCT 1
COLONIA DRAINAGE IMPROVEMENTS WITH
OUTFALLS TO THE MERCEDES LATERAL AND THE PROPOSED EAST LATERAL

	State Sec ID	Community Name	Const. Cost	Engr. (8.5%)	Survey (2%)	Geotech (1%)	CMT (3%)	Total
1	M1080016	Acre Tract	$249,000	$21,165	$4,980	$2,490	$7,470	$36,105
2	M1080103	Bernal Heights #1	$500,00	$42,500	$10,000	$5,000	$15,000	$72,500
3	M1080104	Bernal Heights #2						
4	M1080066	Bar #3						
5	M1080148	Chapa North	$176,000	$14,960	$3,520	$1,760	$5,280	$25,520
6	M1080149	Chapa South	$380,000	$32,300	$7,600	$3,800	$11,400	$55,100
							Total Professional Fee:	**$189,225.00**

EXHIBIT "A1"

SCOPE OF SERVICES

HIDALGO COUNTY PCT 1
COLONIA DRAINAGE IMPROVEMENTS WITH
OUTFALLS TO THE MERCEDES LATERAL AND THE PROPOSED EAST LATERAL

The basic services proposed include project planning, surveying, engineering & design, construction plans and basic construction phase services. Resident Project Representative Services during construction, if needed, may be provided as an additional service.

The list below details the major components required for the project, but is not intended to be an all-inclusive list of all the services provided/required to see that the project is completed.

a. Meet with staff to define the project limits and basic project requirements;
b. Provide topographic surveying of the right-of-ways and drainage areas;
c. Perform engineering calculations and reports to adequately size the storm drainage system; *(if necessary)*
d. Provide schematic plans for review and approval, prior to final design;
e. Incorporate any changes or comments into plans;
f. Provide final construction plans, specifications and estimate, signed and sealed by an Engineer, for approval;
g. Coordinate the advertising and bidding phase *(if needed)*;
h. Assist the Precinct with Pre-Bid Meeting and Bid Opening;
i. Provide Bid Tabulation, and Recommendation to Award;
j. Conduct Pre-Construction Meeting;
k. Provide monthly status reports and oral presentation, as needed;
l. Provide monthly construction observation and coordination as needed;
m. Review and process all material and other submittals;
n. Process monthly payment requests from the contractor;
o. Conduct final walk-thru and prepare a punch list of pending issues; and
p. Process close-out documentation and as-builts.

The above list is intended to be a sample representation of the services to be provided by the engineering, and is not intended to be a comprehensive list.

EXHIBIT "A2"

FEE SCHEDULE

HIDALGO COUNTY PCT 1
COLONIA DRAINAGE IMPROVEMENTS WITH
OUTFALLS TO THE MERCEDES LATERAL AND THE PROPOSED EAST LATERAL

HOURLY RATES:

Principal	$120.00/Hr
Project Manager	$ 80.00/Hr
Project Engineer (EIT)	$ 75.00/Hr
R.P.L.S.	$ 90.00/Hr
G.P.S Survey Crew	$ 95.00/Hr
2 Man Survey Crew	$ 70.00/Hr
CADD/Designer	$ 60.00/Hr
CADD/Designer 2	$ 45.00/Hr
Clerical	$ 25.00/Hr
Copies	(commercial rate)

Form **W-9**
(Rev. October 2007)
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)
SAMES, INC.

Business name, if different from above
Sam Engineering and Surveying, Inc.

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
200 S. Cage Blvd, Suite A

Requester's name and address (optional)

City, state, and ZIP code
Pharr, Texas 78577

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
26 : 2941288

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/11/2012

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,

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: Samuel D. Maldonado
Title: Principal
Telephone Number: (956) 702-8880
Date: 05/11/2012

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 "D"

2272370

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

On: Jan 17,2012 at 09:35A

As a Recording

Document Number: 2272370
Total Fees : 16.00

Receipt Number - 1248250
By,
Ismael Hidalgo, Deputy

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

SAMES, INC. (Sam Engineering and Surveying)

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

1/13/2012
Date

SAMUEL D. MALDONADO

Adopted 06/29/2007

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1

May 16, 2012

Diana R. Serna
Executive Director
1916 Tesoro Blvd.
Pharr, Tx 78577

Re: Authorization to accept and approve best and final offer
Delta Area Connector/East Lateral (GLO Contract No. 12-406-000-6453)

Dear Ms. Serna:

Please accept this letter as Precinct No. 1's formal request to submit an agenda item to Hidalgo County Commissioners' Court requesting the authority to accept and approve the best and final offer submitted by **SAMES Engineering & Surveying Inc.**, in the amount of **$189,225.00**, for Professional Engineering Services for the Colonia Infrastructure Improvements I portion of the Pct. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral".

The Colonia Infrastructure Improvements I portion of the Delta Area Connector/East Later Project will include engineering services for the following colonias:

- Acre Tract
- Bernal Heights #1
- Bernal Heights #2
- Bar #3
- Chapa North
- Chapa South

Attached for your reference is the Engineers best and final offer and the engineering scope of services within the Colonia Infrastructure Improvements I portion of the project.

Sincerely,

Joel Quintanilla
Pct. 1 Commissioner

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

AI-32361 **Head Start 15. A.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Program Calendar for Program Year 2012-2013

BACKGROUND

Policy Council Approval: 05.16.12

Attachments

Program Calendar 2012-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 11:05 AM
Auditor's Office	Arcilia Duran	05/17/2012 10:57 AM
Purchasing Department	Marty Salazar	05/17/2012 01:47 PM
Form Started By: Linda Galaviz		Started On: 05/15/2012 10:58 AM
	Final Approval Date: 05/17/2012	

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of Program Calendar for Program Year 2012-2013

RATIONALE/NEED: Administration has involved the staff in the development and approval of the 2012-2013 school year calendar. The staff voted from three (3) options presented.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Program Calendar Voting Results and the 2012-2013 Program Calendar

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117

To: Program Staff

From: Nora S. Munoz, Assistant Program Director

Through: Teresa Flores, Executive Director

Date: May 07, 2012

Subject: Program Calendar

CC: Edmundo Garcia, Assistant Program Director

Attached you will find a set of proposed Program Calendars for Program Year 2012 – 2013. Please take time to review the calendars and fax your selection on the enclosed form no later than Wednesday, May 09, 2012 (fax to 292-0461).

Please note that the only major difference between the three (3) calendars is Spring Break.

We will be presenting the calendar, with majority vote, to the Policy Council for their approval, on Wednesday, May 16, 2010.

Thank you for your continued support and cooperation.

Hidalgo County Head Start Program | 2012-2013 CALENDAR

04 Independence Day
24-31 Pre-Service

JULY 2012

S	M	T	W	Th	F	S
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
29	30	31				

JANUARY 2013

S	M	T	W	Th	F	S
		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	29	30	31		

01-04 Winter Break
07 Workday/Staff Dev. Day
08 Children Rtrn-Winter Brk.
21 M.L. King Jr. Day
25 Self-Assessment Training/Early Release
28-31 Self-Assessment Review

01-03 Pre-Service
06-09 Parent Orientation Mtg.
13 1st Day of School
23 Networking Meeting
28-31 Volunteer Training Conf

AUGUST 2012

S	M	T	W	Th	F	S
			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	29	30	31	

FEBRUARY 2013

S	M	T	W	Th	F	S
					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		

01-08 Self-Assessment Review
18 Presidents Day
21 Fatherhood Conference
08 Recruitment Trng-CTR. MGR's

03 Labor Day
22 Parent Leadership
28 Early Release/LAP-D/C.I.P.

SEPTEMBER 2012

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23 30	24	25	26	27	28	29

MARCH 2013

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 31	25	26	27	28	29	30

05-07 Nutrition Contests
08 Recruitment Day
11-15 Spring Break
18 Recruitment Day
29 Easter Break

03 Open House
08 Columbus Day
19 Early Release/School Readiness
Gov. Leadership Institute

OCTOBER 2012

S	M	T	W	Th	F	S
	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	29	30	31			

APRIL 2013

S	M	T	W	Th	F	S
	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	29	30				

01 Easter Break
15-18 Week of Young Child
19 Early Release/School Readiness

09 Early Release/School Readiness
12 Veterans Day
16 Parent Fair
21-23 Thanksgiving Day

NOVEMBER 2012

S	M	T	W	Th	F	S
				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	29	30	

MAY 2013

S	M	T	W	Th	F	S
			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	29	30	31	

01 Parent Volunteer Banquet
02 Comm. Partnership Conf.
09 Staff Graduation Banquet
13-17 Center Graduations
22 Last Day of School/Early Release
23 Staff Appreciation Banquet
24 Last Day-Field Staff Wkday
27 Memorial Day

19 Early Release/School Readiness
20-21 Workday/Staff Dev. Day
24-31 Winter Break

DECEMBER 2012

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23 30	24 31	25	26	27	28	29

Program Holidays
Program Activities
Staff Workdays/Student Holidays
Early Release Days

Service Days

Revised:

P.C. Approval:

Commissioners Court Approval:

AI-32362 **Head Start 15. B.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Disperse Lump Sum Summer Paychecks to Staff Who Resign as of the Last Summer Leave Day/Last Working Day for Position Assigned

BACKGROUND

Policy Council Approval: 05.16.12

Attachments

Summer Paychecks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 11:44 AM
Auditor's Office	Arcilia Duran	05/18/2012 04:41 PM
Purchasing Department	Marty Salazar	05/18/2012 04:49 PM

Form Started By: Linda Galaviz Started On: 05/15/2012 11:03 AM

Final Approval Date: 05/18/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval to Disperse Lump Sum Summer Paychecks to Staff Who Resign as of the Last Summer Leave Day/Last Working Day for Position Assigned

RATIONALE/NEED: Each staff member has worked all the days corresponding to their position by the end of their Summer Leave. Staff intending to resign as of the last summer leave day/last working day for position assigned will be allowed to be paid for the summer leave in a lump sum. Employee benefits coverage will continue to the resignation date.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: N/A

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

AI-32364 **Head Start** **15. C.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Memorandum of Understanding between Edinburg Consolidated Independent School District and Hidalgo County Head Start Program

BACKGROUND

Policy Council Approval: 05.16.12

Attachments

MOU with Edinburg ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 11:44 AM
Auditor's Office	Arcilia Duran	05/18/2012 04:46 PM
Purchasing Department	Marty Salazar	05/18/2012 04:49 PM

Form Started By: Linda Galaviz Started On: 05/15/2012 11:09 AM

Final Approval Date: 05/18/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of Memorandum of Understanding (MOU) between Edinburg Consolidated Independent School District and Hidalgo County Head Start Program

RATIONALE/NEED: The purpose of the Memorandum of Understanding (MOU) is to establish a working arrangement with the Edinburg Consolidated Independent School District to fulfill the partnership commitment as stipulated in the Texas Literacy Initiative (TLI) Grant provided by the Texas Education Agency (TEA).

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Memorandum of Understanding

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Memorandum of Understanding

Between

Edinburg Consolidated Independent School District

And

Hidalgo County Head Start Edinburg #IV

I. Purpose

The purpose of this memorandum of understanding (MOU) is to establish a working arrangement between Edinburg Consolidated Independent School District (Edinburg CISD) and the Hidalgo County Head Start to fulfill the partnership commitment as stipulated in the Texas Literacy Initiative (TLI) Grant provided by the Texas Education Agency (TEA) and described herein as the TLI-School **READ**iness Program.

This MOU supports a variety of activities, which aims to assist the Hidalgo County Head Start with its pre-literacy initiatives for 0 to 4 year olds and professional development for teachers that are associated with the pre-literacy initiatives. As indicated in this MOU, The Edinburg CISD and the Hidalgo County Head Start will collaborate on the services that will enable each entity to increase the oral language and pre-literacy skills of participating preschool children.

This MOU represents the intent between the parties to work together to:

1. Increase the oral language and pre-literacy of participating preschool children,
2. Provide instructional services to 0 to 4 year olds,
3. Offer teachers professional development for successful implementation of strategies learned,
4. Provide teachers with the resources and tools needed to accomplish program goals,
5. Administer readiness assessments for preschool children as required by Texas Education Agency – TLI Grant,
6. Implement and manage program activities, efficiently and effectively.

II. Background

The purpose of the Texas Literacy Initiative is to improve school readiness success in the areas of language and literacy for disadvantaged students in targeted school districts, including their associated early childhood educators. Through the use of a Literacy Line model, the Edinburg CISD and Hidalgo County Head Start will collaborate to implement the Texas State Literacy Plan which is intended to provide instructional and programming alignment for language, pre-literacy, and literacy development and ease the transition for children across their entire learning careers. This partnership is necessary because to have a fully articulated Literacy Line, it must include all levels: age zero to school entry, elementary, middle, and high school(s).

III. Collaborative Objectives and Acknowledgements

The Edinburg CISD and the Hidalgo County Head Start will create both prescriptive and customized services that facilitate the needs and primary goals of the grant for birth to preschool children. Specifically, the scope of work and services shall be focused on increasing the oral language and pre-literacy skills of participating preschool children at Hidalgo County Head Start.

Hidalgo County Head Start programs and services that have been authorized by the TEA to facilitate this grant and assist in meeting these goals are the following:

1. Technical assistance and support from TLI leaders of the Texas Education Agency that include Education Service Centers, the Children's Learning Institute and the University of Texas Health Science Center at Houston, the Institute of Public School Initiatives at the University of Texas at Austin, the Meadows Center for Preventing Educational Risk at the University of Texas at Austin, and the Vaughn Gross Center for Reading and Language Arts at The University of Texas at Austin.
2. Attend state-provided professional development training to support the Texas Literacy Initiative to include: (but not limited to)
    - Texas Literacy Initiative Leadership Summit (face-to-face summit planned for February to outline goals/expectations for period of grant)
    - Participate in online training in Project Share, course facilitation, and building support structures for TLI
    - TLI Summer Institute (summer sessions to support TLI based on data and needs of grantees)
3. Conduct at least three data analysis meetings each year at the campus/site level.
4. Participate in Project Share.
5. Implement a comprehensive literacy program that addresses what is known from evidence about developmental factors and instructional practices critical for all children to become readers and writers.

The specific services and programs which the Hidalgo County Head Start will provide are stipulated in section V.

IV. Responsibilities of Edinburg CISD

Edinburg CISD is establishing this memorandum with Hidalgo County Head Start to implement TLI grant activities to improve the pre-literacy skills of 0-4 year olds and ease their transition into our schools. The Edinburg CISD will allocate $70,000 to assist Edinburg Head Start in implementing the activities stipulated within this MOU.

1. To ensure equity with Edinburg CISD Pre-K students, we are purchasing the curriculum, Big Day for Pre-K, for the Hidalgo County Head Start. They will receive the training and technical assistance.
2. Provide classroom libraries that are age appropriate.
3. Equip Hidalgo County Head Start with the required technologies and hardware to ensure effective implementation of the curriculum.
    - Media Projector for each Pre-K Teacher
    - Document Camera for each Pre-K Teacher
    - Laptop for each Pre-K Teacher
    - Listening Center with headsets for each Pre-K Teacher
    - CD player for each Pre-K Teacher
    - Language master for each Pre-K Teacher
4. Provide training for all technology hardware and equipment purchased. Teachers will not receive the equipment until after they attend the required trainings.
5. Provide technical assistance and training to increase the use of data and data analysis.
6. To ensure fidelity at the Hidalgo County Head Start, we will verify and review

the relevance and accuracy of the information provided.

7. Offer professional development on best practices recommended by the National Association of Educating Young Children and the Head Start performing standards.
8. Provide "Ensenando la Lectura" that addresses the essential components of early Spanish reading instruction and transferrable skills for English Language Development.

V. Responsibilities of Hidalgo County Head Start

The Hidalgo County Head Start agrees to service the school with its resources, programs, consultative services, and expertise regarding the delivery of a consolidated suite of tools and programs including:

1. Establish and implement a comprehensive literacy development and educating program to advance pre-literacy skills in students from birth though 4 year olds, including limited-English-proficient students and students with disabilities.

2. Use such funds for services and activities using research-based methods that have the characteristics of improving classroom literacy instruction and practice.

3. Prepare all children of the Edinburg CISD community to enter kindergarten on or above grade level and ready to benefit from the full array of public educational services to keep them on grade level in kindergarten and beyond.

4. Participate in Project Share.

5. Provide a professional development plan for educators that are age and developmentally appropriate for the age of the child served by the educator.

6. Monitor outcomes by collecting and reporting applicable data.

    - The percentage of participating four year old children who achieve significant gains on an assessment of letter knowledge, vocabulary, phonological awareness, and oral language skills.

    - Disaggregate data for disadvantaged children, including economically disadvantaged children, limited-English-proficient children, and children with disabilities.

    - To ensure accountability for implementation, teachers will submit adequate documentation that evidences completion of tasks and attainment of academic performance.

VI. Effective Date and Signature

This Memorandum of Understanding shall be effective upon the signature of Edinburg CISD and Hidalgo County Head Start Edinburg # IV authorized officials.

The services and terms of this MOU will cover the following dates: March 8, 2012– August 31, 2013.

Signature and Dates

_____	_____
Edinburg CISD Superintendent	Hidalgo County Head Start Executive Director
Date_____	Date_____

AI-32365 **Head Start 15. D.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Bid Awards and Contracts to Bidders Meeting all Specifications for the Lease of Classroom Space in the Following Areas:

1. Bid #2012-005-05-03: Classroom Space -Donna Area
2. Bid #2012-006-05-03: Classroom Space -Edinburg Area
3. Bid #2012-007-05-03: Classroom Space -Mercedes Area
4. Bid #2012-008-05-03: Classroom Space -Mercedes Area
5. Bid #2012-009-05-03: Classroom Space -McAllen Area
6. Bid #2012-010-05-03: Classroom Space -McAllen Area
7. Bid #2012-011-05-03: Classroom Space -Mission Area
8. Bid #2012-012-05-03: Classroom Space -Mission Area
9. Bid #2012-013-05-03: Classroom Space -Pharr Area
10. Bid #2012-014-05-03: Classroom Space -Weslaco Area
11. Bid #2012-015-05-03: Classroom Space -Weslaco Area

BACKGROUND

Policy Council Approval: 05.16.12

Attachments

Classroom Space

email

legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 01:49 PM
Auditor's Office	Arcilia Duran	05/18/2012 04:50 PM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Linda Galaviz Started On: 05/15/2012 11:14 AM

Final Approval Date: 05/18/2012

From: Angelica Salinas
To: monica.badillo@co.hidalgo.tx.us; angela.garcia@co.hidalgo.tx.us
Subject: FW: Head Start
Date: Friday, May 18, 2012 1:41:38 PM
Attachments: Providers.pdf
Classroom Space.pdf

Please let me know if you are receiving the email since I am getting a returned message.
Thanks

Angelica Salinas
Procurement Assistant
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4150
956-381-0439 fax

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Friday, May 18, 2012 1:39 PM
To: monica.badillo@co.hidalgo.tx.us; 'angela.garcia@co.hidalgo.tx.us'
Subject: Head Start

Hi Monica,

Attached are the two draft documents where Mr. Crain approved. The one for Providers it is the same for Special services, medical / dental and mental health agendas. And the classroom space is the same contract for all of them.

Let me know if you have any questions.

Thank you

Hi Angela, can you please forward the email to Monica, for some reason I am getting the emails returned.

Thanks

Angelica Salinas
Procurement Assistant
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4150
956-381-0439 fax

Hidalgo County Head Start Program
Policy Council Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of Bid Awards and Contracts to Bidders Meeting All Specifications for the Lease of Classroom Space in the Following Areas:

A. Bid #2012-005-05-03: Classroom Space- Donna Area
B. Bid #2012-006-05-03: Classroom Space- Edinburg Area
C. Bid #2012-007-05-03: Classroom Space -Mercedes Area
D. Bid #2012-008-05-03: Classroom Space -Mercedes Area
E. Bid #2012-009-05-03: Classroom Space- McAllen Area
F. Bid #2012-010-05-03: Classroom Space- McAllen Area
G. Bid #2012-011-05-03: Classroom Space- Mission Area
H. Bid #2012-012-05-03: Classroom Space- Mission Area
I. Bid #2012-013-05-03: Classroom Space- Pharr Area
J. Bid #2012-014-05-03: Classroom Space- Weslaco Area
K. Bid #2012-015-05-03: Classroom Space- Weslaco Area

RATIONALE/NEED: To award contracts for Head Start facilities to serve families in needed areas.

RECOMMENDATION: Administration recommends approval

COST: Yearly Estimate Cost: $56,676.00
Head Start funds for this project are available.
Rent: Account 19-5152-20-10000-505

RELATED INFORMATION INCLUDED: Memo/Contract/Bid Summary

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: May 8, 2012

SUBJ: Bid Award of Classroom Space

The following vendors are being recommended for each bid category. The recommendations are the best bids submitted. These were the sole bids submitted for each request for bid (RFB) in each area.

Bid Number	Area	Bidder	Yearly Rent
1. Bid #2012-005-05-03:	(Donna Area)	Texas Regional Properties	$12/Yr
2. Bid #2012-006-05-03:	(Edinburg Area)	Texas Regional Properties	$12/Yr
3. Bid #2012-007-05-03:	(Mercedes Area)	Texas Regional Properties	$12/Yr
4. Bid #2012-008-05-03:	Mercedes Area)	Texas Regional Properties	$12/Yr
5. Bid #2012-009-05-03:	(McAllen Area)	Texas Regional Properties	$12/Yr
6. Bid #2012-010-05-03:	(McAllen Area)	Texas Regional Properties	$12/Yr
7. Bid #2012-011-05-03:	(Mission Area)	Texas Regional Properties	$12/Yr
8. Bid #2012-012-05-03:	(Mission Area)	Texas Regional Properties	$12/Yr
9. Bid #2012-013-05-03:	(Pharr Area)	Texas Regional Properties	$12/Yr
10. Bid #2012-014-05-03:	(Weslaco Area)	Columbus Club Of Weslaco	$29,088/Yr
11. Bid #2012-015-05-03:	(Weslaco Area)	Guillermina A. Garcia	$27,480/Yr

The lease contracts have been reviewed by the Head Start legal counsel and the County's legal counsel. Attached is the bid summary.

Should you have any questions please call me. Thank you.

HIDALGO COUNTY HEAD START PROGRAM
BID SUMMARY

BID NUMBER	CLASSROOM SPACE	VENDOR	MONTHLY RENT	YEARLY RENT
2012-005-05-03	Donna Area	Texas Regional Properties	$1.00	$12.00
2012-006-05-03	Edinburg Area	Texas Regional Properties	$1.00	$12.00
2012-007-05-03	Mercedes Area	Texas Regional Properties	$1.00	$12.00
2012-008-05-03	Mercedes Area	Texas Regional Properties	$1.00	$12.00
2012-009-05-03	McAllen Area	Texas Regional Properties	$1.00	$12.00
2012-010-05-03	McAllen Area	Texas Regional Properties	$1.00	$12.00
2012-011-05-03	Mission Area	Texas Regional Properties	$1.00	$12.00
2012-012-05-03	Mission Area	Texas Regional Properties	$1.00	$12.00
2012-013-05-03	Pharr Area	Texas Regional Properties	$1.00	$12.00
2012-014-05-03	Weslaco Area	Columbus Club of Weslaco	$2,424.00	$29,088.00
2012-015-05-03	Weslaco Area	Guillermina A. Garcia	$2,290.00	$27,480.00

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS REGIONAL PROPERTIES AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Texas Regional Properties Properties**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **202 West South Avenue Donna, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"Donna IV"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00, in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to Texas Regional Properties, 17336 W. Little York Rd. Houston, TX 77084.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Texas Regional Properties Attn: Jackie Dill 17336 W Little York Rd. Houston, TX 77084	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Facilities located all of lot 1, Amistad Apartments, L.P., Subdivision an addition to the City Of Donna, Hidalgo County, TX. According to the plat thereof recorded in Volume 37, page 141.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS REGIONAL PROPERTIES AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Texas Regional Properties**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **3817 South I Road, Edinburg, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"Edinburg III"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

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sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00, in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to Texas Regional Properties, 17336 W. Little York Rd. Houston, TX 77084.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

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3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

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Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

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Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Texas Regional Properties Attn: Jackie Dill 17336 W Little York Rd. Houston, TX 77084	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Facilities located all of lot 1, Galilean Apartments, L.P., Subdivision an addition to the City Of Edinburg, Hidalgo County, TX. According to the plat thereof recorded in Volume 45, page 83.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS REGIONAL PROPERTIES AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Texas Regional Properties**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **901 E. Thomas Pharr, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"Las Milpas II"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00, in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to Texas Regional Properties, 17336 W. Little York Rd. Houston, TX 77084.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Texas Regional Properties Attn: Jackie Dill 17336 W Little York Rd. Houston, TX 77084	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Facilities located all of lot 1, El Pueblo Dorado Apartments, L.P., Subdivision an addition to the City Of Donna, Hidalgo County, TX. According to the plat thereof recorded in Volume 3, page 133-134.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS REGIONAL PROPERTIES AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Texas Regional Properties**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **3900 South Ware Road McAllen, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"McAllen IV"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 1, 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00, in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to Texas Regional Properties, 17336 W. Little York Rd. Houston, TX 77084.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

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ARTICLE 3. MAINTENANCE ON PREMISES

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3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

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6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

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A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

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LESSOR:	LESSEE:
Texas Regional Properties Attn: Jackie Dill 17336 W Little York Rd. Houston, TX 77084	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

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Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Facilities located all of lot 5, Padre de Vida Apartment, L.P., Subdivision an addition to the City Of McAllen, Hidalgo County, TX. According to the plat thereof recorded in Volume W, page 197.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS REGIONAL PROPERTIES AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Texas Regional Properties**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **2601 Sarah Avenue McAllen, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"McAllen VI"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00, in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to Texas Regional Properties, 17336 W. Little York Rd. Houston, TX 77084.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Texas Regional Properties Attn: Jackie Dill 17336 W Little York Rd. Houston, TX 77084	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Facilities located all of lot 1, El Patrimonio Apartments, L.P., Subdivision an addition to the City Of McAllen, Hidalgo County, TX. According to the plat thereof recorded in Volume 45, page 44.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS REGIONAL PROPERTIES AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Texas Regional Properties**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **3601 East Mile 8 North, Mercedes, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"Mercedes II"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00, in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to Texas Regional Properties, 17336 W. Little York Rd. Houston, TX 77084.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

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LESSOR:	LESSEE:
Texas Regional Properties Attn: Jackie Dill 17336 W Little York Rd. Houston, TX 77084	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Facilities located all of lot 1, La Estancia Apartments, L.P., Subdivision an addition to the City Of Mercedes, Hidalgo County, Texas. According to the plat thereof recorded in Volume 45, pages 34-37.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS REGIONAL PROPERTIES AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Texas Regional Properties**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **3401 N. Mayberry, Mission, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"Mission III"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00, in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to Texas Regional Properties, 17336 W. Little York Rd. Houston, TX 77084.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

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ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

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ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

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Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Facilities located all of lot 1, Pueblo de Paz Apartments, L.P., Subdivision an addition to the City Of Mission, Hidalgo County, TX. According to the plat thereof recorded in Volume 1, page 56.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS REGIONAL PROPERTIES AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Texas Regional Properties**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **301 South Inspiration Mission, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"Mission IV"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00, in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to Texas Regional Properties, 17336 W. Little York Rd. Houston, TX 77084.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Texas Regional Properties Attn: Jackie Dill 17336 W Little York Rd. Houston, TX 77084	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

.
Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Facilities located all of lot 1, Rio de Vida Apartments, L.P., Subdivision an addition to the City Of Mission, Hidalgo County, TX. According to the plat thereof recorded in Volume 45, page 44.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
COLUMBUS CLUB OF WESLACO AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Columbus Club of Weslaco**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **3030 N. Texas Blvd. Weslaco, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"Weslaco II"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $29,088.00, in twelve (12) equal monthly payments of $2,424.00 per month payable on the 1st day of each month. Payment shall be mailed to Columbus Club of Weslaco, 2623 N. Texas Blvd. Weslaco, TX 78596

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

Columbus Club of Weslaco
Attn: Eddie Torres
2623 N. Texas Blvd.
Weslaco, TX 78596

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Eddie Torres

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Building being described, lying in and being situated as West Tract – the West 2.5 acres of the North 5 acres of South 20 acres farm Tract 108 West of subdivision lands out of Llano Grande, Weslaco, Hidalgo County, Texas; Designated as Head Start classroom, administration space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
GUILLERMINA A. GARCIA AND
HIDALGO COUNTY

This Lease is made and entered into by and between **Guillermina A. Garcia**, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at **1317 W. Expressway 83 Weslaco, Texas** in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as **"Weslaco III"** or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on **June 1, 2012** ("commencement date") and ending on **May 31, 2013** ("termination date") unless

sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of **June 2013**, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $27,480.00, in twelve (12) equal monthly payments of $2,290.00 per month payable on the 1st day of each month. Payment shall be mailed to Guillermina A. Garcia, 4822 North 5 ½ West, Weslaco, TX 78596.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not

be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease

Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

Guillermina A. Garcia
4822 N. 5 ½ W.
Weslaco, TX 78596

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Guillermina A. Garcia

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 5/16/2012
Date Approved by County Commissioner: 5/22/2012

EXHIBIT “A”

Building being described, in and being situated as flora subdivision, lot # 16, 6 ½ Mile West on Expressway 83, Weslaco, Hidalgo County, Texas; Designated as Head Start classroom, administration space, including the parking areas and outside playground for recreational activities.

DRAFT

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Jackie Dill, VP Operations
Texas Regional Asset Management

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

AI-32366 **Head Start 15. E.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

1. Presentation of the Providers Submitted Responses to the Following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQs for said Services and as Detailed Below Attached Hereto

Head 2 Toe Rehab, Inc.
Lifespan Rehabilitation Center, LLC.
Famber Group, LLC., DBA/Mission Rehabilitation Services
Leaps And Bounds Pediatric Rehab Center, Inc.
ProCare Therapies, PC.
Optimum Kids, LTD DBA/Alton Rehab Center
Renaissance Outpatient Rehab Center, LLC., DBA/Kids Korner
Children's Care Rehabilitation Center
Risas y Rayones Rehab Services
Eccleage Therapy, LLC., DBA/Bambinos Pediatric Rehab
Therapeutic Rehabilitation Center, LLC.
Best Beyond Expectations Speech Therapy, LLC.
Valley Therapy Center, Inc.
Skill Builders Rehabilitation, LLC.
Tauro Investments, DBA/Kids Zone Children's Rehab
Dynamic Rehab Group, DBA/Dynamic Children Therapy Services
Children's Speech & Language Center, PLLC.
Cheers Therapy Center, LLC.
Faz Labasbas, LLC., DBA/Weslaco Therapy Center
RGV Enterprises, LLC, DBA/Little All Stars Children's Rehab
Melody's Kids Care, LLC.
RGV's Training Wheels Therapy Clinic
NTC Partners, LLC. DBA/Therapy Works Rehab Services
Nissi Therapy Center of Edinburg, LLC. DBA/ High Point Therapy Center
SAB & Associates, LLC. DBA/Kid Abilities Children's Rehab
Bright Therapy Solutions, LLC.
Mercy Rehab Service, Inc.
Sign Language Services
Best Care Physicals Therapy, PC
DBA/ Advance Therapy Solutions
Kidspeech, Inc.
Building Bridges Therapy Clinic, LLC.

Acovill Management Co. LLC
DBA/Kids In Action Therapy
Therapy Zone, PLLC
QTP II, Inc.
DBA/ Quality Therapy Provider
Thera Care Rehab Services, PLLC

BACKGROUND

Policy Council Approval: 05.16.12

Attachments

Special Services RFQs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 01:53 PM
Auditor's Office	Arcilia Duran	05/18/2012 04:52 PM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Linda Galaviz Started On: 05/15/2012 11:23 AM

Final Approval Date: 05/18/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: May 16, 2012

SUBJECT: 1. Presentation of the Providers Submitting Responses to the following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Accepting Grading/Scoring Said Responses for the Purpose of Commissioners' Court the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

Special Services RFQ #2012-003-04-11

Mercy Rehab Service, Inc.	Cheers Therapy Center, LLC.	Risas y Rayones Rehab Services	Head 2 Toe Rehab, Inc.
Sign Language Services	Faz Labasbas, LLC., DBA/Weslaco Therapy Center	Eccleage Therapy, LLC., DBA/Bambinos Pediatric Rehab	Lifespan Rehabilitation Center, LLC.
Best Care Physicals Therapy, PC DBA/ Advance Therapy Solutions	RGV Enterprises, LLC, DBA/Little All Stars Children's Rehab	Therapeutic Rehabilitation Center, LLC.	Famber Group, LLC., DBA/Mission Rehabilitation Services
Kidspeech, Inc.	Melody's Kids Care, LLC.	Best Beyond Expectations Speech Therapy, LLC.	Leaps And Bounds Pediatric Rehab Center, Inc.
Building Bridges Therapy Clinic, LLC.	RGV's Training Wheels Therapy Clinic	Valley Therapy Center, Inc.	ProCare Therapies, PC.
Acovill Management Co. LLC DBA/Kids In Action Therapy	NTC Partners, LLC. DBA/Therapy Works Rehab Services	Skill Builders Rehabilitation, LLC.	Optimum Kids, LTD DBA/Alton Rehab Center
Therapy Zone, PLLC.	Nissi Therapy Center of Edinburg, LLC. DBA/ High Point Therapy Center	Tauro Investments, DBA/Kids Zone Children's Rehab	Renaissance Outpatient Rehab Center, LLC., DBA/Kids Korner
QTP II, Inc. DBA/ Quality Therapy Provider	SAB & Associates, LLC. DBA/Kid Abilities Children's Rehab	Dynamic Rehab Group, DBA/Dynamic Children Therapy Services	Children's Care Rehabilitation Center
Thera Care Rehab Services, PLLC.	Bright Therapy Solutions, LLC.	Children's Speech & Language Center, PLLC.	

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto.

RATIONALE/NEED: Administration needs to obtain special services providers for the Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: Head Start funds for this project are available.
Special Services: Account 19-5257-20-10000-405

RELATED INFORMATION INCLUDED: Memo/Grading-Scoring/Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director
REVIEWED BY: Mr. Edmundo Garcia, Assistant Director
PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: May 7, 2012

SUBJ: RFQ Recommendations

The Request for Qualification (RFQ) for Special Services were received on April 11, 2012. These Request for Qualifications were reviewed by the Procurement Department and Special Services Department (see attached department memos).

The department has submitted their recommendations of the providers to be approved for services to the Head Start Program for the next school year starting in August 2012. These providers meet the requirements.

We have thirty-five (35) providers being recommended. In comparison, we have forty three (43) Head Start Centers throughout the County. This would allow the opportunity of selecting the providers closest to each center to avoid long distance travel for the children.

Attached is a summary of the providers that are being recommended.

Should you have any questions please call me. Thank you.

HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TX 78540-0117
TEL. (956) 383-0706 FAX (956) 380-2588

To: Ambrosio Tovar, Procurement Director

From: Connie Horta, Special Services Director

Subject: RFQ Recommendations

Date: May 7, 2012

The RFQ packets have been reviewed. The following list of providers is being recommended for the 2012/2013 school year.

If you have any questions, please feel free to call 380-4192- or 380-4170.

Mercy Rehab Service, Inc.	NTC Partners, LLC., DBA/ Therapy Works Rehab Services	Famber Group, LLC., DBA/ Mission Rehabilitation Services
Sign Language Services	Nissi Therapy Center of Edinburg, LLC., DBA/ High Point Therapy Center	Leaps And Bounds Pediatric Rehab Center, Inc.
Renaissance Outpatient Rehab Center, LLC., DBA/ Kids Korner	SAB & Associates, LLC., DBA Kid-Abilities Children's Rehab	ProCare Therapies, PC.
Best Care Physicals Therapy, PC DBA/ Advance Therapy Solutions	Bright Therapy Solutions, LLC.	Optimum Kids, LTD DBA/ Alton Rehab for Kids
Kidspeech, Inc.	Risas y Rayones Rehab Services	Children's Care Rehabilitation Center
Building Bridges Therapy Clinic, LLC.	Eccleage Therapy LLC., DBA/ Bambinos Pediatric Rehab	Dynamic Rehab Group, DBA/ Dynamic Children Therapy Solutions
Acovill Management Co., LLC DBA/ Kids In Action Therapy	Therapeutic Rehabilitation Center, LLC.	Children's Speech & Language Center, PLLC
Thera Zone, PLLC	Best Beyond Expectations Speech Therapy, LLC.	Head 2 Toe Rehab, Inc.
QTP II Inc., DBA/ Quality Therapy Providers	Valley Therapy Center, Inc.	Lifespan Rehabilitation Center, LLC.
Therapy Care Rehab Services, PLLC	Skill Builders Rehabilitation, LLC.	Faz Labasbas, LLC., DBA / Weslaco Therapy Center
Cheers Therapy Center, LLC.	Tauro Investments, DBA/ Kids Zone Children's Rehab	RGV Enterprises, LLC., DBA Little All Stars Children's Rehab
RGV'S Training Wheels Therapy Clinic	Melody's Kids Care, LLC.	

CONTRACT FOR SERVICES
DISABILITY
C-12-003-05-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

DRAFT

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or

alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

DRAFT

H. 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 the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

DRAFT

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form
(h) Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

DRAFT

AI-32368 **Head Start 15. F.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

1. Presentation of the Providers Submitting Responses to the following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Grading/Scoring Said Responses for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Below Attached Hereto

Medical RFQ #2012-001-04-11 - Nuestra Clinica Del Valle, Inc.
Dental RFQ #2012-001-04-11 - Mohammad H. Mirmohammadi
New Horizons Family Dentistry, PLLC
Texas Smiles Dental Center of Mission, PLLC
Nuestra Clinica Del Valle, Inc.
Mental Health #2012-002-04-11- Professional Counseling Services,PLLC
Anita Sandoval
Tony Guzman, DBA/Guzman & Associates
Esmeralda Meave
Maricela Medrano
New Horizon Group, LLC, DBA/ New Horizon Behavioral Health

BACKGROUND

Policy Council Approval: 05.16.12

Attachments

RFQs Medical-Dental-Mental Health
email
legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 02:24 PM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Linda Galaviz Started On: 05/15/2012 01:02 PM

Final Approval Date: 05/18/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: May 16, 2012

SUBJECT: **1.** Presentation of the Providers Submitting Responses to the following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Grading/ Scoring Said Responses for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

a. **Medical RFQ #2012-001-04-11**

Nuestra Clinica Del Valle, Inc.

b. **Dental RFQ #2012-001-04-11**

Mohammad H. Mirmohammadi	New Horizons Family Dentistry, PLLC
Texas Smiles Dental Center of Mission, PLLC	Nuestra Clinica Del Valle, Inc.

c. **Mental Health #2012-002-04-11**

Professional Counseling Services, PLLC.	Anita Sandoval	Tony Guzman, DBA/Guzman & Associates
Esmeralda Meave	Maricela Medrano	New Horizon Group, LLC., DBA/ New Horizon Behavioral Health

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head start Program's RFQ for said Services and as Detailed Above Attached Hereto.

RATIONALE/NEED: Administration needs to obtain medical/dental and mental health services for all Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: Head Start funds for this project are available.
Medical/Dental Services: Account 19-5252-20-10000-305
Mental Health Services: Account 19-5256-20-10000-305

RELATED INFORMATION INCLUDED: Memo/Grading-Scoring/Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: May 7, 2012

SUBJ: RFQ Recommendations

The Request for Qualification (RFQ) for Health & Dental and Mental Health Services were received on April 11, 2012. These Request for Qualifications were reviewed by the Procurement Department, Health Services and Mental Health Services Departments (see attached department memos).

Each department has submitted their recommendations of the providers to be approved for services to the Head Start Program for the next school year starting in August 2012. These providers meet the requirements.

Attached is a summary by category of all the providers that are being recommended.

Should you have any questions please call me. Thank you.

Hidalgo County Head Start Program

P.O Box 0117 Edinburg, Texas 78540-0117

To: Mr. Ambrosio Tovar

From: Ms. Lupita Valdez, Health Services Director

Date: May 7, 2012

Cc: Ms. Teresa Flores, Executive Program Director
Ms. Nora Munoz, Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director

The Request for Qualifications packets has been reviewed. I would like to advise you the following providers are recommended for the 2012-2013 Hidalgo County Head Start school year.

Medical: Nuestra Clinica Del Valle

Dental: Mohammad H. Mirmohammadi
Texas Smiles Dental Center of Mission
New Horizon Family Dentistry
Nuestra Clinica Del Valle

Mental Health: Professional Counseling Services, PLLC
Esmeralda Meave
Anita Sandoval DBA/Positive Awakenings Counseling Ctr.
Maricela Medrano/Fina's Helping Hands
Tony Guzman DBA/Guzman & Associates
New Horizon Group, LLC., DBA/New Horizon Behavioral Health

Should you have any questions, please do not hesitate to contact me. Thank you for your prompt attention to this matter.

LV/jp

Hidalgo County Head Start Program
Health Services Department

Medical & Dental RFQ 2012-001-04-11

Name of Provider HEALTH / DENTAL	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total
Mohammad H. Mirmohammadi	20	25	20	25	10	100
Texas Smiles Dental Center of Mission, PLLC	20	25	20	25	10	100
New Horizons Family Dentistry, PLLC	20	25	20	25	10	100
Nuestra Clinica Del Valle, Inc	20	25	20	25	10	100

Hidalgo County Head Start Program
Health Services Department

Mental Health RFQ 2012-002-04-11

Name of Provider MENTAL HEALTH	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total
Professional Counseling Servicies, PLLC	20	25	20	25	10	100
Esmeralda Meave	20	25	20	25	10	100
Maricela Medrano/Fina Helping Hands	20	25	20	25	10	100
New Horizon Group LLC, New Horizon Behavioral Health	20	25	20	25	10	100
Tony Guzman DBA Guzman & Associates	20	25	20	25	10	100

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-12-001-05-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting

from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hdalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

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H. 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 the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of

each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

DRAFT

Exhibit A

Description of Services – Medical Service

The provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit A

Description of Services – Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at this/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider referral and or treatment done.

2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    a. A visual examination
    b. X-Rays
    c. Prophylaxis (cleaning)
    d. Nutritional Counseling
    e. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral – if abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDIATONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow for a Texas Health Step Exam.
7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
9. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business associated must be in HIPPA compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"HEAD START: Dental Health Form"** with child's name and address.

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CONTRACT FOR SERVICES
MENTAL HEALTH
C-12-002-05-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of

Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and

information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this

contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this

Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing Services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. 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 the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of

L. Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ
By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) **Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.**
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this agreement.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff r parental concern.**
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 2012 and shall complete services no later than July 2013. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each part5y shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:

   (a) Classroom Observation and recommendation

   (b) Developmental evaluation

   (c) Individual / family counseling (per hour)

   (d) Workshop / In-Service / Training

DRAFT

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-12-001-05-30

The agreement is fine

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein.

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WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

From: Angelica Salinas
To: monica.badillo@co.hidalgo.tx.us; angela.garcia@co.hidalgo.tx.us
Subject: FW: Head Start
Date: Friday, May 18, 2012 1:41:38 PM
Attachments: Providers.pdf
Classroom Space.pdf

Please let me know if you are receiving the email since I am getting a returned message.
Thanks

Angelica Salinas
Procurement Assistant
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4150
956-381-0439 fax

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Friday, May 18, 2012 1:39 PM
To: monica.badillo@co.hidalgo.tx.us; 'angela.garcia@co.hidalgo.tx.us'
Subject: Head Start

Hi Monica,

Attached are the two draft documents where Mr. Crain approved. The one for Providers it is the same for Special services, medical / dental and mental health agendas. And the classroom space is the same contract for all of them.

Let me know if you have any questions.

Thank you

Hi Angela, can you please forward the email to Monica, for some reason I am getting the emails returned.

Thanks

Angelica Salinas
Procurement Assistant
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4150
956-381-0439 fax

AI-32372 **Head Start 15. G.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of the Hidalgo County Head Start Program 2012-2013 Program Plans:

1. Child Nutrition
2. Education
3. Family Services
4. Health Services
5. Human Resources
6. Mental Health
7. Special Services
8. Transition
9. Transportation

BACKGROUND

Policy Council Approval: 05.16.12

Attachments

Program Plans 2012-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 02:41 PM
Auditor's Office	Arcilia Duran	05/17/2012 11:03 AM
Purchasing Department	Marty Salazar	05/18/2012 11:02 AM

Form Started By: Linda Galaviz Started On: 05/15/2012 01:59 PM

Final Approval Date: 05/18/2012

Child Nutrition Plan

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of the Child Nutrition Services 2012-2013 Program Plan

RATIONALE/NEED: The Child Nutrition Program Plan must be approved annually comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Child Nutrition Services Program Plan

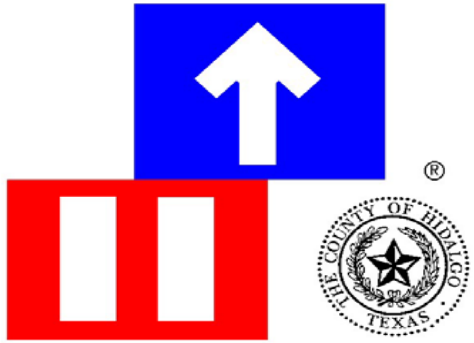
****

INITIATED BY: Gilbert Silva, Interim Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program



CHILD NUTRITION PROGRAM PLAN 2012-2013

Child Nutrition Advisory Committee Approval: **04.30.12**
Policy Council Approval: **05.16.12**
Commissioners' Court Approval:

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (a)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will work with the children's family to identify possible nutritional needs through discussions during enrollment and home visits.

OBJECTIVE: To discuss with the child's parent/guardian any concerns related to possible nutritional needs during enrollment, periodic home visits, and or when any concerns arise.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The staff will interview parent/guardian upon enrollment of children and document any pertinent information relating to possible nutritional needs of the child.	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers -Child Nutrition Director -Child Nutrition Coordinators -Executive Team Member assigned to monitor center -Yearly Self-Assessment -On-going monitoring	-At time of enrollment -As needed -Yearly Self-Assessment -On-going monitoring	-Child's Folder -Child Nutrition Assessment -Inter-Agency Referral Form as applicable

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (a) (1)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will work together with families to identify any relevant nutrition-related assessment data (height, weight, hemoglobin/hematocrit) obtained under 45 CFR 1304.20 (a).

OBJECTIVE: To work together with parent/guardian on any health assessment information such as height, weight, hemoglobin/hematocrit that requires a referral.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will refer any child with health/nutrition related abnormality to a Dietitian or any other agency as deemed necessary (for example: overweight, acanthosis nigricans, or low Hgb/HCT).	-Child Nutrition Director -Child Nutrition Coordinators -Education Area Directors -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Health Services Director -Nurses - Education Area Directors -Center Managers -Facilitators -Support Service Assistants -Executive Team Member assigned to monitor the center	-At time of enrollment -At time of initial screening -Yearly Self-Assessment -On-going monitoring	-Referral -Screenings and other exams -Follow Up documentation
2. Staff will also discuss with parent/guardian the results and reason for a referral. Consent shall be obtained from a parent/guardian.	-All of the Above	-All of the Above	-All of the Above	-All of the Above

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (a) (1) (Cont'd)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will work together with families to identify any relevant nutrition-related assessment data (height, weight, hemoglobin/hematocrit) obtained under 45 CFR 1304.20 (a).

OBJECTIVE: To work together with parent/guardian on any health assessment information such as height, weight, hemoglobin/hematocrit that requires a referral.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Parent/guardian will be encouraged to take **free** nutrition classes offered by The Expanded Nutrition Program throughout the school year. It is important for the parents to understand the importance of a well-balanced meal.	-All of the Above	-All of the Above	-All of the Above	-Partnership Agreement
4. Parent/guardian will be encouraged to participate in the Supplemental Nutrition Program for Women, Infant and Children (WIC) as needed.	--All of the Above	-All of the Above	-All of the Above	-Acknowledgement Form -Partnership Agreement

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (a) (2)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will obtain pertinent information, through discussion, concerning family eating patterns relating to cultural preferences, special dietary requirements for each child with nutrition-related health problems and each child with disabilities (see 45 CFR 1308.20).

OBJECTIVE: To interview each parent/guardian at the time of enrollment to determine areas of concern.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The program will meet the total nutritional need(s) of each child utilizing the child nutrition assessment form as a source of data gathering.	-Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-At time of enrollment -At time of initial screening -Yearly Self-Assessment -On-going monitoring	-Child's Folder -Child Nutrition Assessment Form -Inter-Agency Referral Form as applicable -Follow-up documentation
2. Bring parent/guardian and staff to a level of understanding and involvement in the area of nutrition to enable them to meet their appropriate responsibilities through counseling and training. Including data on special dietary requirements concerning child's nutrition-related health problems, including children with disabilities.	-All of the Above and -Child Nutrition Director -Special Services Director -Health Services Director	-All of the Above and -Special Services Director -Special Services Coordinator -Disability Aides -Health Services Director -Nurses	-All of the Above	-All of the Above

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (a) (3)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START currently does not serve infants or toddlers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Currently Hidalgo County Head Start does not serve infants or toddlers.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (a) (4)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will inform parent/guardian about major community nutritional issues, as identified through the Community Assessment or by the Health Services Advisory Committee or local Health Department.

OBJECTIVE: To provide the parent/guardian the programs, Agriculture Extension Service, Expanded Nutrition Program, and local Health Department data to address major community nutritional issues.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. A newsletter along with literature and brochures will be disseminated to parent/guardians.	-Child Nutrition Director -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Quarterly	-Resource Files
2. Interaction with local nutrition programs such as WIC, Expanded Nutrition Program, Agriculture Extension Service and local Health Department will aid in accessing data. Problems will then be identified and community interaction and support will be fostered to engage the community's involvement in efforts to change factors related to the identified problems.	- All of the above	-All of the above	-On-going monitoring	-Yearly Calendar (Parent Fair, Fatherhood Conference)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (1)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will design and implement a nutrition program that meets the nutritional needs and feeding requirements of each child, including those with special dietary needs and children with disabilities. The program will also serve a variety of foods, which consider cultural and ethnic preferences and which will broaden the child's food experience.

OBJECTIVE: To reflect culture and ethnic preferences taking into consideration special dietary needs of children.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Menus developed will reflect: 1. Culture and ethnic preferences, which will broaden the child's nutritional experience. Menus shall include foods that are familiar to children and also introduce new foods on on-going bases.	-Child Nutrition Director -Education Area Directors -Health Services Director -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Services Assistants -Teachers	-On-going monitoring	-Menus
2. A nutrition care plan for children with disabilities shall include menu changes, special feeding equipment and food modification.	-All of the Above and -Special Services Director	-All of the Above and -Special Services Director -Special Services Coordinator -Disability Aides	-As needed -Yearly Self Assessment -On-going monitoring	-Therapeutic Diet Menus

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (1) (i)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will utilize funds from USDA food and consumer services child nutrition program as the primary source of payment for meal services. Head Start and Early Head Start funds may be used to cover those allowable costs not covered by the USDA.

OBJECTIVE: To develop a system to ensure USDA funds are used primarily for meal service.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The Finance Department Assistant Bookkeeper will produce a monthly-computerized listing of all TDA expenditures reflecting vendors and dollar amounts to the Child Nutrition Director for verification.	-Executive Program Director -Assistant Program Director -Child Nutrition Director -Finance Director -Assistant Bookkeeper -Procurement Director	-Child Nutrition Director -Finance Director -Procurement Director	-Monthly -October thru September fiscal year -On-going monitoring	-Requisitions -Purchase Orders -Budget -TDA Form 4502 (Claim For Reimbursement Worksheet)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (1) (ii)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will provide meals to each enrolled child to meet 1/2 to 2/3 of the child's daily nutritional needs.

OBJECTIVE: To provide foods which will assist in meeting the child's daily nutritional needs.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will prepare and provide breakfast, lunch and PM snack utilizing USDA meal pattern amounts and sizes, thus ensuring the children will receive the recommended 1/2 to 2/3 of their daily nutritional needs.	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Food Production Staff -Center Mangers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians	-August thru May (Daily)	-USDA Meal Patterns (3-5 years old) -Menus -TDA Form 1530 (Daily Meal Production Record)
2. Menus will reflect one vitamin C source daily and one vitamin A source three times per week along with the Texas Department of Agriculture recommended modifications (August 14, 2009) initiative "Promoting Healthy Eating and Physical Activity for a Healthier Lifestyle". Parent/guardian will be encouraged to follow the child's daily nutritional needs during off school days.	-All of the above	-All of the above	-August thru May (Daily)	-Menus -TDA Form 1530 (Daily Meal Production Record)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
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PERFORMANCE STANDARD: 1304.23 (b) (1) (iii)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will serve a nourishing breakfast to all children who have not received breakfast at arrival time at the center.

OBJECTIVE: Will provide a nourishing breakfast to all children at schedule time, whether the child has received breakfast or not.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will serve a complete and nourishing breakfast every day. In addition, center will stock a few grain/bread item, juice and milk to provide to all late comers breakfast as well.	-Child Nutrition Director -Child Nutrition Coordinator -Head Cooks -Center Managers -Facilitator -Support Services Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers	-August thru May (Daily)	-TDA Form H1606 (Monitor Review)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (1) (iv)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START currently does not serve infants or toddlers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Currently Hidalgo County Head Start does not serve infants or toddlers.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (1) (v)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will serve quantities and kinds of food which must conform to recommended serving sizes and minimum standards for meal patterns recommended in the USDA meal pattern or nutrient standard menu planning requirements outlined in 7 CFR parts 210, 220, and 226.

OBJECTIVE: To provide nutritionally balanced meals and snacks that conform to the Head Start guidance meal pattern and requirements as set forth by USDA Child Care Food Program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will ensure that serving size and quantity of foods be served. Menus will reflect as follows: Breakfast: milk 6 oz., vegetable or fruit ½ c., grains/bread ½ serving. Lunch: milk 6 oz., vegetable or fruit ½ c., grains/bread ½ serving, meat/meat alternate 1 ½ oz. PM Snack: select 2 of 4 components (milk, vegetable or fruit, grains/bread, meat/meat alternate)	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers -Custodians	-August thru May (Daily)	-USDA Meal Patterns (3-5 years old) -Menus -TDA Form 1530 (Daily Meal Production Record) -TDA Form H1606 (Monitor Review)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (1) (vi)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must serve foods high in nutrients and low in fat, sugar and salt.

OBJECTIVE: To provide meals with adequate carbohydrate, protein, fat, sugar and sodium content as recommended.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Meat: Lean (90/10 ground beef, 90/10 top boneless sirloin, boneless / skinless chicken breast). Milk: Unflavored, fluid, 1% fat. Vegetable: Frozen or fresh (no canned vegetables). Fruit: Canned fruit is packed in its natural juice or is fresh. Grains/Bread: Must be whole grain, enriched or fortified.	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Procurement Director	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Procurement Director	-August thru May (Daily) -On-going monitoring	-Menus -Food orders -Requisitions -Purchase orders -Invoices -Food labels -TDA Form 1530 (Daily Production Record)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (1) (vii)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will schedule meals and snacks appropriately and adjusted, where necessary, to ensure individual needs are met.

OBJECTIVE: To post the meal schedule on each menu to reflect meal times. Adjustments will be noted on all respective menus where necessary.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will implement the following meal/snack schedule: Breakfast 8:00 AM Lunch 12:00 PM PM Snack 3:00 PM Changes/modifications in meal times accommodated for children with disabilities where necessary.	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Services Assistant -Teachers -Assistant Teachers -Custodians	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians	-August thru May (Daily) -On-going monitoring	-TDA Form H1606 (Monitor Review) -Menus -Teachers Observation Notes

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (2)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START is not currently operating a Home-Based Program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Currently Hidalgo County Head Start does not operate a Home-Based Program.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (3)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must promote effective dental hygiene among children in conjunction with meals.

OBJECTIVE: To ensure that every child will receive effective dental hygiene in conjunction with meals.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will supervise children brushing their teeth as follows: AM – the children brush their teeth after breakfast with water only PM – the children brush their teeth with fluoride tooth-paste	-Health Services Director -Education Area Directors -Child Nutrition Director -Center Managers -Facilitators -Support Service Assistant -Teachers -Assistant Teachers	-Health Services Director -Nurses -Child Nutrition Director -Child Nutrition Coordinator -Education Area Directors -Teachers -Assistant Teachers -Center Managers -Facilitators -Support Service Assistant	-August thru May (Daily) -Yearly Self-Assessment -On-going monitoring	-Daily Schedule -Health Services Procedure (Daily Health Check)
2. The dental curriculum will also reinforce the importance of brushing their teeth after meals.	-All of the Above	-All of the Above	-All of the Above	-All of the Above
3. Parents and staff are educated about proper ways to prevent baby-bottle tooth decay and other early childhood cavities.	-All of the Above	-All of the Above	-All of the Above	-All of the Above

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (b) (4)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must involve parent/guardian and appropriate community agencies in planning, implementing and evaluating the agencies' nutritional services.

OBJECTIVE: To involve the parent/guardian and community agencies in evaluating the program's nutritional services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Child Nutrition Department will implement an advisory committee comprised of members representing the Expanded Nutrition Program, WIC Program, University of Texas Pan American Dietetics Professor / Coordinator and Parent/Guardian to evaluate and ensure quality service delivery. 2. Meetings will be held during the school year to present and discuss the on-going service of the nutrition services.	-Child Nutrition Director -Child Nutrition Coordinator -Health Services Director	-Child Nutrition Director -Child Nutrition Coordinator -Health Services Director	-August thru May (Daily) -On-going monitoring	-Meal Comment Form -Approved Program Plan -TDA Handbook

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (c) (1) (2) (3) (4) (5) (6) (7)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will contribute to the development and socialization of enrolled children by providing that: a variety of food is served which broadens each child's food experiences; food is not used as punishment or reward and that each child is encouraged but not forced, to eat or taste his or her food; sufficient time is allowed for each child to eat; children and assigned classroom staff, including volunteers, eat together family style and share the same menu to the extent possible; medically-based diets or other dietary requirements are accommodated; and as developmentally appropriate, opportunity is provided for the involvement of children in food-related activities.

OBJECTIVE: To provide a meal service that supports the development and socialization of children and introduces children to a variety of food that broadens their food experience considering their culture and ethnic preferences.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will introduce children to a variety of foods to broaden their food experience considering their cultural and ethnic preferences. Food is not used as a punishment or reward, and each child is encouraged but not forced to eat or taste his or her food. Sufficient time is allowed for each child to eat, including those with disabilities. All children and assigned classroom staff including volunteers eat together family style and share the same menu to the extent possible. Children with medically-based diets or other dietary requirements are accommodated. Medical prescriptions are referred to Child Nutrition Department for the development of a therapeutic diet, modification of menu items and nutrition education to family as needed.	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Education Area Directors -Health Services Director -Special Services Director Center Managers -Facilitators -Support Services Assistant -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Services Assistant -Custodians -Teachers -Assistant Teachers -Disability Aides	-August thru May (Daily) -Annual Self-Assessment -On-going monitoring	- Cycle Menu -TDA Form 1606 (Monitor Review) -Therapeutic Diet Menus as applicable

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (c) (1) (2) (3) (4) (5) (6) (7) (cont'd)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will contribute to the development and socialization of enrolled children by providing that: a variety of food is served which broadens each child's food experiences; food is not used as punishment or reward and that each child is encouraged but not forced, to eat or taste his or her food; sufficient time is allowed for each child to eat; children and assigned classroom staff, including volunteers, eat together family style and share the same menu to the extent possible; medically-based diets or other dietary requirements are accommodated; as developmentally appropriate, opportunity is provided for the involvement of children in food-related activities.

OBJECTIVE: To provide a meal service that supports the development and socialization of children and introduces children to a variety of food that broadens their food experience considering their culture and ethnic preferences.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
2. Classroom staff will implement Nutrition Education including , Smart Snack, ChooseMyPlate.gov (Food Groups) and others. Staff will encourage children to participate in nutrition activities implementing fruits and vegetables and will be explain the importance of proper nutrition. Parents will be provided the opportunity to participate with the children during these activities. Lessons will be incorporated into the education calendar.	-Child Nutrition Director -Child Nutrition Coordinators -Education Area Directors -Center Managers -Facilitators -Teachers -Assistant Teachers	- Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Services Assistant -Teachers -Assistant Teachers	-August thru May (Daily) -On-going monitoring	-Education Calendar -Nutrition Lessons Plans -Menus
3. Currently Hidalgo County Head Start does not serve infants or toddlers.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (d)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will include family assistance with nutrition. Parent education activities must include opportunities to assist individual families with food preparation and nutritional skills.

OBJECTIVE: To provide opportunities to parent/guardian to participate in a basic nutrition course.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will develop and implement an inter-agency collaboration agreement with the Expanded Nutrition Program to enroll parent/guardian in their basic food preparation course. This course will also offer consumer education. Parent/guardian successfully completing the course will be awarded certificate of accomplishment. The Expanded Nutrition Program also includes courses on money management, self-esteem, parenting, feeding children, storing of foods properly, food safety and label reading.	-Child Nutrition Director -Child Nutrition Coordinators -Family Services Director -Education Directors -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Family Services Director -Education Area Directors -Center Managers -Facilitators -Support Services Assistants	-August thru May (Daily) -On-going monitoring	-Community Partnership Agreement

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
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PERFORMANCE STANDARD: 1304.23 (e) (1)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must post evidence of compliance with all applicable Federal, State and Tribal and local food safety and sanitation laws, including those related to storage, preparation and service of food and the health of food handlers. In addition, agencies must contract only with food service vendors that are licensed in accordance with State, Tribal or local laws.

OBJECTIVE: To comply with all local, State and Federal regulations for food services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Child Nutrition department and any other staff with some type of involvement with meal service will receive pre-service and on-going training relating to food service and sanitation. The program will ensure that inspections by local and State sanitation departments are conducted and posted for review.	-Child Nutrition Director -Child Nutrition Coordinators -Child Nutrition employees -Education Area Directors -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians -Volunteers	-Child Nutrition Director -Child Nutrition Coordinators -Education Area Directors -Center Managers -Facilitators -Support Services Assistants	-August thru May (Daily) -Yearly Self-Assessment -On-going monitoring	-Food Program Required Trainings -Training Agendas
2. The program will ensure that inspections by local and state sanitation departments are conducted and posted for review.	-All of the Above	-All of the Above	-All of the Above	-Health Inspection Documents -Food and Refrigeration Temperature Logs

PERFORMANCE STANDARD: 1304.23 (e) (1) (Cont'd)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must post evidence of compliance with all applicable Federal, State and Tribal and local food safety and sanitation laws, including those related to storage, preparation and service of food and the health of food handlers. In addition, agencies must contract only with food service vendors that are licensed in accordance with State, Tribal or local laws.

OBJECTIVE: To comply with all local, State and Federal regulations for food services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Child Nutrition department staff and parent/guardian/volunteers directly involved in the preparation of food will possess a health card and food handler's certificate as applicable.	-Child Nutrition Director -Child Nutrition Coordinators -Child Nutrition employees -Education Area Directors -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians -Volunteers	-Child Nutrition Director -Child Nutrition Coordinators -Education Area Directors -Center Managers -Facilitators -Support Services Assistants	-August thru May (Daily) -On-going monitoring	-Training Agendas -Certified Food Handler's Certificate -State, County or Local City Certificate

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

PERFORMANCE STANDARD: 1304.23 (e) (2)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START currently does not serve infants or toddlers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Currently Hidalgo County Head Start Program does not serve infants or toddlers.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
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PERFORMANCE STANDARD: C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will ensure effective implementation of Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Child Nutrition.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff and Parent Child Nutrition Interview – All children nutritional needs will be address through a staff and parent interview which will address the basic data collection of nutritional parameters. This interview is conducted prior to each child's first day of Head Start.	-Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers -Executive Team Member assigned to monitor center -Yearly Self-Assessment -On-going monitoring	-At time of enrollment -As needed -Yearly Self-Assessment -On-going monitoring	-Child's Folder -Child Nutrition Assessment Form -Inter-Agency Referral Form as applicable -Follow-up documentation
2. Referral Tracking Log – A referral tracking log will be maintained in the Mental Health Department. The tracking will be updated as the referrals are received.	-Mental Health Secretary -Child Nutrition Coordinators	-Child Nutrition Director	-On-going	-Master Tracking Log

HIDALGO COUNTY START PROGRAM
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PERFORMANCE STANDARD: C.F. Regulation: 1304.51 (i) (2) (Cont'd)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will ensure effective implementation of Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Child Nutrition.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Staffing Meetings – Staffing meetings will be held for children with significant disabilities. All areas of need will be discussed (i.e. – special diets, special equipment / materials, medical plan of action, etc.) so that the best possible services may be provided to the child upon enrollment.	-Special Services Director -Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers -Parent	-Special Services Director -Child Nutrition Director -Child Nutrition Coordinators	-Prior to first day of enrollment -As needed -Yearly Self-Assessment -On-going monitoring	-Staffing Notice -Staffing Notes
4. Monitor Review Visits – Unannounced monitor review visits will be conducted by Child Nutrition Coordinators as required by Texas Department of Agriculture. This is a comprehensive required monitoring conducted to all Head Start centers three times a fiscal year.	-Child Nutrition Director -Child Nutrition Coordinators	-Child Nutrition Director -Child Nutrition Coordinator -Executive Team Member assigned to facility	-August thru May -On-going	-TDA Form H1606 (Monitor Review)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan
2012-2013

Education Plan

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of Education Services 2012-2013 Program Plan

RATIONALE/NEED: The Education Services Program Plan must be approved annually to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Education Services Program Plan

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INITIATED BY: Education Area Directors

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County
Head Start Program

Education Services
Program Plan
2012 - 2013

Education Services Committee Approval: 04.11.12
Policy Council Approval: 05.16.12
Commissioners' Court Approval:

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.20 (b)(3)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM utilizes multiple sources of information on all aspects of each child's development and behaviors, including input from family members, teachers, and other relevant staff.**

Objective: **To use all available resources and methods to ensure that quality services are provided to each child.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher, with cooperation from the parents/guardians and other professional consultants as necessary, will develop and update individual plans for each child in the program using information gathered from the following sources: • **Parent Interviews;** • **Assessments / Screening data;** • **Teacher observations; and** • **Teacher progress notes.**	**- Teachers** **- Parents** **- Educational Consultants (if applicable)**	**- Center Manager** **- Education Directors**	**- Within 45 days of enrollment** **- As needed Throughout PY (2012-2013)**	**-Child's Individual Plan Form** **-Progress Notes Form** **-Observation Notes** **-Child's Individual Results of Assessment/ Screenings**
The classroom teacher will utilize the ten (10) C.L.A.S.S. (Classroom Assessment Scoring System) dimensions to support and maximize students learning in the domains outlined in the Head Start Child Development and Early Learning Framework thru: • **Training in the ten(10) dimensions of C.L.A.S.S. and the Head Start Child Development and Early Learning Framework will be provided to all classroom staff and Center Managers;** • **A practice and feedback staff development model will be used to ensure teachers/assistants mastery of each dimension and The Head Start Child Development and Early Learning Framework;** • **C.L.A.S.S. dimensions will be included in the teacher/assistant appraisal instruments.**	**- Education Directors**	**-Center Manager** **- Education Directors**	**-Pre-Services Training Aug. '12** **-In-Services Training for PY 2012-2013** **-On-Site Training as needed** **-New employee orientation**	**-Staff Training Logs** **-Staff Training Sign-In Roster** **-Training Agendas**

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: 1304.20 (f)(1)

Goal: The HIDALGO COUNTY HEAD START PROGRAM uses information from the developmental, sensory and behavioral screening, the on-going observations, medical/dental evaluations, treatments and insight from the parents to determine how the program can best respond to the child's individual needs.

Objective: To provide opportunity for staff and parents to discuss and develop individual plans in order to ensure that each child is provided with all necessary services to respond to their individual characteristic, strengths and needs.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher assesses the developmental level of each child upon their entry into the program using the following instruments: • Learning Accomplishment Profile Diagnostic (LAP-D); • Language Survey; • Devereux Early Childhood Assessment Program (DECA); and • Speech Screener.	-Teachers -Assistant Teacher	-Center Managers -Education Directors -Special Services Director -Mental Health Director	-At time of enrollment within 45 days -As needed (2012-2013)	-LAP-D Assessment Protocol -Language Survey Form -DECA Instrument -Speech Screener Instrument
The classroom teacher discusses the results of all the screenings and assessments with the parents / guardians in their dominant language. Together they develop an Individual Plan for their child.	-Teachers -Assistant Teacher	-Center Managers -Education Directors	-Within 45 days enrollment and as needed (2012-2013)	-LAP-D Individual Child Results -Parent/Teacher Conference CIP Form

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a)(1)(i)(ii)(iii)(iv)(v)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.**

Objective: **(i) To provide children with developmentally appropriate educational strengths that address each child as an individual with different rates of development, interests, temperaments, languages, cultural backgrounds, and learning styles.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teachers are carefully selected and screened to ensure that they are highly qualified, sensitive, and caring about cultural differences and have knowledge in the area of child growth and development.	-Civil Service Personnel -Head Start Policy Council	-Head Start Program Director -Head Start Personnel Department	-On going as positions are needed (2012-2013)	-Job application -Résumé -Personnel files
The classroom teacher completes a language survey for each child entering the program which helps them to identify the dominant language of the child and his / her family. The Child will participate in a Dual Language Program (English/Spanish). The primary language of instruction and assessing for the child will be determined with the Language Survey. Language Development will be in both languages.	-Teachers -Assistant Teacher	-Center Managers -Education Directors	-Within three weeks of enrollment (2012-2013)	-Language Survey
The classroom teacher receives training and guidance on the proper usage and Implementation of the Spanish and English language to ensure that the needs and development of each child and family are met.	-Education Director -Specialized Education Consultants	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Training agendas -Training Sign-In Rosters -On Site T/TA Forms
The classroom teacher presents all activities and introduces concepts to the children in their primary language. Resources used in addition to the Program's Curriculum are: Building Bridges Curriculum The Head Start Child Development and Early Learning Framework C.I.R.C.L.E. (Center for Improving the Readiness of Children for Learning & Education) Journeys Early Literacy &Technology Program Planning Guide Space Curriculum Mental Health/Kindness Curriculum Picturing America	-Teachers -Assistant Teacher	-Center Manager -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plan -Classroom Monitoring Checklist

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.

Objective: (i) To provide children with developmentally appropriate educational strengths that address each child as an individual with different rates of development, interests, temperaments, languages, cultural backgrounds, and learning styles.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher prepares lesson plans to reflect activities that are developmentally appropriate and helps children learn to make choices in a given situation.	-Teachers -Assistant Teachers	-Center Manager -Education Directors	-Weekly August thru May (2012-2013)	-Weekly Lesson Plans -Classroom Monitoring Checklist
The classroom teacher guides the children to become independent, promotes autonomy and encourages their social emotional development. Using the Head Start Child Development & Early Learning Framework as a guide he / she plans activities such as; pouring, dressing themselves, brushing teeth, cleaning up after activities, etc. to help the children develop self-help skills.	-Teachers -Assistant teachers	-Center Manager -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plan -Classroom Monitoring Checklist
The classroom teacher encourages and recognizes children's accomplishments by providing them with consistent and genuine positive praise and reinforcement.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Classroom Monitoring Checklist
The classroom teacher makes modifications as necessary in order to ensure that all the activities are developmentally appropriate and help all the children to achieve success.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily as needed August thru May (2012-2013)	-Classroom Monitoring Checklist

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a)(1)(i)(ii)(iii)(iv)(v)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.**

Objective: **(ii) To include in the daily activities of all children, including children with disabilities and plan according to their individual needs and strengths.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher groups the children according to specific needs and levels of development and provides activities to help them grow and respond to their individual needs and strengths.	-Teachers -Assistant Teachers	-Center Managers -Area Directors	-Daily August thru May (2012-2013)	-LAP-D Assessment-Weekly Lesson Plans
The classroom teacher provides the children with individualized assistance during small group activity and throughout the day as needed to meet their specific needs.	-Teachers -Assistant Teachers	-Center Managers -Area Directors	-Daily August thru May (2012-2013)	-IEPs -LAP-D Individual Results -Weekly Lesson Plans
The classroom teacher receives training on how to integrate special activities in their daily lesson plan to help address the needs of the children with disabilities. NOTE: Training focuses on the needs of the children who are visually or physically challenged, behavior management, and or any other condition identified in the children enrolled in the program.	Directors from: -Staff Development -Special Services -Education	-Center Managers -Education Directors	-Pre-Services Training Aug. '12 -In-Services Training for PY 2012-2013 -On-Site Training as needed	-Staff Training Logs -Staff Training Sign-In Roster -Training Agendas

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a)(1)(i)(ii)(iii)(iv)(v)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.**

Objective: **(iii) To provide an environment for all children where they feel accepted and which supports and respects diversity, gender, culture, language, ethnicity, and family composition.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher receives training to enhance their knowledge and understanding of the cultural background of the children and families in the program. NOTE: Through interviews with the parents and the use of the "Suggestion Box" at the centers, parents are encouraged to share ideas, books, music, and foods relevant to their cultural background.	-Staff Development Director -Education Directors -Education Consultants	-Center Managers -Education Directors	-Pre Services Training Aug '12 -In-Services Training -On going as needed	-Training Logs -Training Sign In Roster -Training Agendas
The classroom teacher shows courtesy and respect to all the children and responds to their individual needs for belonging in a group, and for developing a positive self concept.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Classroom Monitoring Checklist
The classroom teacher provides the children with opportunities throughout the day to come together as a group (circle time, group games, etc.) to nurture their social and emotional skills.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily As needed August thru May (2012-2013)	-Classroom Monitoring Checklist -Weekly Lesson Plans
The program selects and employs classroom teachers who meet Head Start qualifications & education and are sensitive, caring about cultural differences, and have knowledge in the area of Early Childhood Education.	-County Personnel Department -H.R. Director -H.S. Policy Council	-H. S. Program Director -H. R. Director -Education Directors	-On going as positions are needed	-Job Application -Resumes -Personnel Files

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a)(1)(i)(ii)(iii)(iv)(v)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.**

Objective: **(iii) To provide an environment for all children where they feel accepted and which supports and respects diversity, gender, culture, language, ethnicity, and family composition.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The program selects and hires classroom teachers who understand and speak the dominant language of the families and the children.	-Civil Services Department -H.R. Director -H.S. Policy Council	-H.S. Program Director -H.R. Director -Area Directors	-On going as positions are needed 2012-2013)	-Job Application -Resumes -Personnel Flies
The classroom teacher provides lessons that include activities with materials, and story books that reflect equal opportunities for both boy and girl participants, and which are culturally sensitive. NOTE: The activities are taken from the Curriculum and from other resources such as the C.I.R.C.L.E. Manual, Planning Guide, Building Bridges, etc.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a)(1)(i)(ii)(iii)(iv)(v)**

Goal: **The HIDALGO COUNTY HEADSTART PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.**

Objective: **(iv)To provide on a daily basis, a balanced program of child initiated and adult guided activities, including individual and group activities.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher plans and implements activities using a Bilingual Curriculum and other resources to provide a well balanced program of instruction on a daily basis	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Classroom Monitoring Checklist -Weekly Lesson Plans
The Weekly Lesson Plans reflect the following types of activities/opportunities: • Small group; • Large group; • Individualized; • Child Initiated; and • Adult Initiated.	-Teachers -Assistant Teachers	-Center Manager -Education Directors	-Daily August thru May (2012-2013)	-Daily Schedule -Weekly Lesson Plans
The daily schedule is flexible and allows for spontaneous learning, child initiated and teacher directed activities.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Daily Schedule -Classroom Monitoring Checklist
To enhance the quality of the curriculum, the Program has provided supplemental curriculums such as: • Planning Guide • C.I.R.C.L.E. • Journeys Early Literacy & Technology Program • The Head Start Child Development and Early Learning Framework • Space Curriculum • Mental Health/Kindness Curriculum • Picturing America	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-C.I.R.C.L.E. Manual

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.

Objective: (v) To provide children with opportunities to independently use toilet facilities and to support/ encourage children who need help with additional training in this area.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher introduces the children to the center environment when they enter into the program, including the location of the bathroom facilities.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Upon enrollment of the children -Daily thereafter August thru May (2012-2013)	-N/A
The classroom teacher provides the children with a set schedule for bathroom routine during the first days of class and on a regular basis thereafter.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Classroom Daily Schedule
The classroom teacher reminds and encourages the children throughout the day to use toilet facilities when necessary.	-Teachers -Assistant Teachers	-Center Managers -Education Managers	-Daily August thru May(2012-2013)	-Classroom Daily Schedule
The classroom teacher talks with the parents about their child's toileting experiences at home and encourages them to dress the child in clothing that the child can easily manage.	-Teachers -Assistant Teachers	-Center Managers -Education Managers	-Upon enrollment of the children -Daily August thru May (2012-2013)	Classroom Daily Schedule

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a)(2)(i)(ii)(iii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.**

Objective: **(i) To invite all parents to become involved in the development of the Program's Curriculum and Approach to Child Development and Education.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
Parents are engaged in curriculum planning for the Program and in developing activities for the classrooms that reflect the ethnic background of the children and families in the Program such as: • Special celebrations (Fall, Winter or Spring), • Preparing ethnic foods, • Sharing music, stories, traditions, etc., • Art projects, and • Volunteering in the classroom and field trips.	- Center Managers -Teachers -Assistant Teachers	-Center Managers -Education Directors	-August thru May (2012-2013)	-Advisory Committee Minutes -Agendas And Sign In Roster -Volunteer Sign In Roster -Weekly Lesson Plans
The parents are invited to become engaged in updating the Education Program Plan by including them as part of the Advisory Committee.	-Education Directors -Center Managers	-Program Director -Assistant Program Director	-April (2012) and throughout the year as needed.(2012-2013)	-Advisory Committee Minutes -Advisory Committee Sign-In-Roster
The parents are encouraged to share their ideas, books, music, and foods that are relevant to their culture through interviews, the "Suggestion Box" at the center, during their participation in lesson planning, home visits, annual nutrition contest and during the scheduled Parents/Teacher Conferences.	-Center Managers -Teachers -Assistant Teachers	-Center Managers -Education Directors	-August thru May (2012-2013)	-Home Visit record -Parent / Teacher Conference Notes -Suggestion Box

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a)(2)(i)(ii)(iii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.**

Objective: **(i) To invite all parents to become involved in the development of the Program's Curriculum and Approach to Child Development and Education.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher prepares Take-Home activities for each child based on their individual needs. The activities are sent home to engage the parents to spend time with their child and help them to understand their child's academic development and needs. These activities are an extension of the activities being implemented in the classroom's interdisciplinary unit of study.	**-Teachers -Assistant Teachers**	**-Center Managers -Education Directors**	**-August thru May (2012-2013)**	**-Parent/ Child Take Home Activity Roster**

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a) (2)(i)(ii)(iii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM engages the parent in all aspects of their child's Growth and Development.**

Objective: **(ii) To provide parents opportunities to increase their skills in observing the children and to share information with the staff that help in planning the learning experiences for children.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
Training is provided to parents through workshops, seminars, conferences, and through the use of community resources such as: WIC Program (Women, Infants and Children) help them to better understand child growth and development.	Directors from: -Family Services -Health Services -Disability Services -Mental Health Services -Education Services	-Center Managers -Education Directors	-August thru May as needed (2012-2013)	-Parent Training Sign-In Rosters -Parent Training Agendas
Coordinated trainings with parents and teachers are provided to help the parents understand and recognize developmental milestones of their children.	Directors from: -Family Services -Health Services -Disability Services -Mental Health Services -Education Services	-Center Managers -Education Directors	-August thru May as needed (2012-2013)	-Parent Training Sign-In Rosters -Parent Training Agendas
The classroom teacher and the parents communicate regularly to discuss routines, children's behavior and developmental progress.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-August thru May as needed (2012-2013)	-Home Visits -Parent/ Teacher Conference Notes

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a) (2)(i)(ii)(iii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM involves the parent in all aspects of their child's growth and development.**

Objective: **(ii) To provide parents opportunities to increase their skills in observing children and to share information with staff that help in planning the learning experiences for children.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom staff encourages parents to become engaged by: • **Visiting the classroom and observing children in the group setting;** • **Observing children at home to help them understand their child's developmental needs;** • **Collaborating (parent/teacher) and providing input to plan for the child's individual needs; and** • **Using the plan to provide learning experiences in the classroom and at home.**	**-Teachers** **-Assistant Teachers**	**-Center Managers** **-Education Director**	**-August thru May (2012-2013)**	**-Home Visits Forms** **-Conference Notes** **-Weekly Lesson Plans**

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: 1304.21 (a) (2)(i)(ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (iii) To encourage parents to participate in staff and parent conferences and home visits to discuss their child's development and education.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher conducts parent / teacher conferences three times a year and as needed to: • Inform parents of their child's progress and discuss results of any screening and assessment; and • Engage them in the development of their child's individual plan.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-August thru May as needed (2012-2013)	-Parent Conference Form -Progress Report form -Weekly Lesson Plans
The classroom teacher conducts two (2) home visits to each child's home during the program year. These are done at the beginning and at the end of the year. Additional home visits are done as needed throughout the program year.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-October 2012 -April 2013 and as needed	-Home Visit Form
The parents are provided with training in child rearing practices and parenting skills through the use of programs such as "Exploring Parenting" and other community resources which are available to the program.	-Family Services Director -Support Services Staff	-Family Services Director -Education Director	-August thru May (2012-2013)	-Exploring Parenting Program

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a) (3)(i) (A)(B)(C)(D)(E) (ii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM provides for and support the social and emotional development of each child enrolled in the program.**

Objective: **(i) (A)(B)(C)To encourage development of trust, independence, and self control that enhances each child's individual strengths.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher builds a trusting relationship with each child by: • **Warm greetings:** • **Using the child's name at all times;** • **Communicating with the children in their primary language; and** • **Providing an environment that is safe and nurturing.** • **Creating positive adult/child interaction.**	**-Teachers** **-Assistant Teachers**	**-Center Managers** **-Education Directors**	**-Daily August thru May (2012-2013)**	**-Center Monitoring Tool**
The classroom teacher fosters independence by increasing children's understanding of themselves as individuals in relation to others and by allowing them to do for themselves as much as they can to enhance their self-help skills by: • **Practicing family style serving where local health departments allow it; and** • **Using the "Helping Hands" and similar management charts in the classroom.**	**-Teachers** **-Assistant Teachers**	**-Center Managers** **-Education Directors**	**-Daily August thru May (2012-2013)**	**-Center Monitoring Tool**
The classroom teacher encourages self-control by setting clear, consistent limits, and establishing realistic expectations by: • **Involving children in establishing classroom rules;** • **Providing positive guidance and reinforcement;** • **Expecting from children only that which they are capable of doing;** • **Giving positive praise and encouragement; and** • **Implementing the P.B.S. (Positive Behavior Support) Strategies.**	**-Teachers** **-Assistant Teachers**	**-Center Managers** **-Education Directors**	**-Daily August thru May (2012-2013)**	**-Center Monitoring Tool** **-P.B.S. forms**

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: 1304.21(a) (3)(i) (A)(B)(C)(D)(E)(ii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for and support the social and emotional development of each child enrolled in the program.

Objective: (i)(D)(E) To encourage development of respect for other's feelings and rights that enhances each child's individual strengths.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher encourages children to respect the feelings and rights of others by: • **Showing respect to each child by listening and responding to individual needs, and addressing each child by name;** • **Providing the children with the opportunity to come together as a group (circle time, outdoor play) to enhance their social emotional skills; and** • **Being positive role models by using please, thank you and excuse me.**	**-Teachers** **-Assistant Teachers**	**-Center Managers** **- Directors**	**-Daily August thru May (2012-2013)**	**-Center Monitoring Tool** **-Classroom Observation Tool**
The classroom teacher supports and respects home language, culture and family composition of each child in ways that support the child's mental health and well being by: • **Presenting activities and concepts to children in their primary language; and** • **Ensuring that all materials and activities in the classroom reflect acceptance and support of the different composition and ethnic background of the families enrolled in the program.** • **Supporting Cross-Cultural Responsiveness and Ethnic backgrounds**	**-Teachers** **-Assistant Teachers**	**-Center Managers** **-Education Directors**	**-Daily August thru May (2012-2013)**	**-Center Monitoring Tool**

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a) (3)(i)(A)(B)(C)(D)(E)(ii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM provides for and supports the social and emotional development of each child enrolled in the program.**

Objective: **(ii) To provide children with routines and transitional activities that occur on a timely, predictable and unrushed manner and that are developmentally appropriate.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher follows a daily schedule and provides consistent routines to ensure that the children know at all times what is happening in the classroom. A large size picture schedule is posted at the children's level.	-Teachers -Assistant Teachers	-Center Managers -Area Directors	-Daily August thru May (2012-2013)	-Daily Schedule
The classroom teacher continuously uses transitional activities to help children recognize signs of preparing for or completing an activity or task.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Daily Schedule -Weekly Lesson plans

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a) (4)(i)(ii)(iii)(iv)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.**

Objective: **(i) To support each child in their learning by using various strategies including experimentation, inquiry, observation, play and exploration.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher sets up learning centers such as Math/Science, Pretend and Learn, Library and Listening, etc., offers materials, and plans activities which are developmentally appropriate for children in the group to encourage: • Open/ended questioning; • Experimentation and exploration; and • Self/directed play and observation.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool -Weekly Lesson Plans
The classroom teacher plans and carries out field trips which are relevant to the curriculum units and which encourage exploration and questioning. NOTE: A list of suggestions for field trips is located in the Education Procedures Manual.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Field Trip Request -Weekly Lesson plans

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

Performance Standard: **1304.21 (a) (4)(i)(ii)(iii)(iv)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.**

Objective: **(ii) To provide children with opportunities for creative self expression through activities such as art, music, movement and dialogue.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher divides the classroom into learning centers, provides materials that are readily available, and plans activities which are appropriate for the children's age and stage of development. **The Recommended Learning Centers are:** • **Math/Science** • **Pretend and Learn** • **Construction** • **ABC Center** • **Writer's Center** • **Computer Center** • **Creativity Station** • **Library and Listening** • **Music** **Note: Depending on the classroom space, the number of learning centers will vary and will be rotated on a systematic schedule.**	**-Teachers** **-Assistant Teachers**	**-Center Managers** **-Education Directors**	**-Daily** **August thru May (2012-2013)**	**-Weekly Lesson Plans** **-Daily Schedule** **-Center Monitoring Tool**
The teacher has available for the children different types of music, art media and other props to encourage them to express their emotions, feelings, and creativity.	**-Teachers** **-Assistant Teachers**	**-Center Managers** **-Education Directors**	**-Daily** **August thru May (2012-2013)**	**-Weekly Lesson Plans** **-Daily Plans**
The classroom teacher gives the children many opportunities to interact with each other and with other adults in the classroom through games, circle time, meals and outdoor play.	**-Teachers** **-Assistant Teachers**	**-Center Managers** **-Education Directors**	**-Daily** **August thru May (2012-2013)**	**-Weekly Lesson Plans** **-Daily Schedule**

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Performance Standard: **1304.21 (a) (4)(i)(ii)(iii)(iv)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.**

Objective: **(iii) To promote interaction and language use among children and between children and adults.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher interacts with children in the learning centers, small/large group activities, during meals, and outdoor play to encourage social interaction and conversation among peers and other adults.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Classroom Monitoring Tool
The classroom teacher provides games, songs, stories, finger plays, letter wall activities, etc., with new and theme related words to help children increase their vocabulary development.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans -Classroom Monitoring Tool
The classroom teacher takes into account the dominant language of the children in her / his group when presenting activities and having conversations with them.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans -Classroom Monitoring Tool
The classroom teacher ensures that he / she and other adults in the classroom model appropriate language such as: using correct grammar, using complete sentences, and expanding children's efforts to listen and converse.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Classroom Monitoring Tool

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Performance Standard: **1304.21 (a) (4)(i)(ii)(iii)(iv)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.**

Objective: **(iv) To provide support for emergent literacy and numeracy development through materials and activities according to the developmental level of each child.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher encourages children to acquire letter and number recognition through the use of learning centers, alphabet / letter wall, labeling of children's cubbies and personal belongings.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans -Center Monitoring Tool
The classroom teacher provides a print rich environment by labeling furniture and items in the classroom; such as doors, shelves, chairs, in both English and Spanish (door-puerta, chair-silla).	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool
The classroom teacher provides materials and opportunities for children to write and see their words written by the adults (chart tablets, writer's corner, labeling of children's work/creations).	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool
The classroom teacher shares with the parents methods they can use around the home environment to encourage literacy and numeracy development through letters, phone calls, parent trainings, parent/child take home activities, and at monthly parent meetings.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Parent/ Child Take Home Activities Form

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Performance Standard: **1304.21 (a) (5)(i) (ii)(iii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.**

Objective: **(i) To provide time, indoor and outdoor space, equipment, materials, and adult guidance for active play and movement to support the development of each child's gross motor skills.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The daily schedule includes time for guided, independent, indoor, and outdoor activities for the development of gross motor skills. It is recommended to include outdoor play both in the morning and in the afternoon time. Some of the equipment used includes: climbing apparatus, tricycles, swings , balance beams, musical instruments, etc.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans -Center Monitoring -Daily Schedule
The classroom teacher is actively involved with the children during games and motor development activities to ensure for safe and active learning.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool
All the materials and equipment for both indoor and outdoor use are carefully selected to ensure that the children's individual needs are met.	-Program Director -Assistant Program Director	-Center Managers -Education Directors	-August thru May (2012-2013) as needed	N/A

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Performance Standard: **1304.21 (a) (5)(i)(ii)(iii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.**

Objective: (i) **To provide time, indoor and outdoor space, equipment, materials, and adult guidance for active play and movement to support the development of each child's gross motor skills.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher arranges physical space both indoors and outdoors to allow the children to have room for activities such as: roll over, crawl, sit, walk, and exploration of new skills.	**-Teachers -Assistant Teachers**	**-Center Managers -Education Directors**	**-Daily August thru May (2012-2013)**	**-Center Monitoring Tool**

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Performance Standard: 1304.21 (a) (5)(i)(ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.

Objective: (ii) To provide time, space, equipment, materials, and adult guidance for the development of fine motor skills according to each child's development level.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher plans and provides developmentally appropriate activities for the children to encourage the use of their fine motor skills and eye/ hand coordination.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans
The classroom teacher uses materials such as: lacing beads, lacing cards, puzzles, clay, scissors, dexterity boards, etc. with the children to develop and strengthen their fine motor skills.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans

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Performance Standard: **1304.21 (a) (5)(i)(ii)(iii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.**

Objective: **(iii) To provide an appropriate environment and adult guidance for the participation of children with special needs.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher provides developmentally appropriate activities for children with special needs to encourage small muscle and eye-hand coordination using the Individual Education Plans (IEP) and Individual Goals & Objectives (IGO).	-Teachers -Assistant Teachers	-Center Managers -Education Directors -Disability Services Director	-Daily August thru May (2012-2013)	-Weekly Lesson Plans
The classroom teacher uses materials such as, lacing beads, lacing cards, puzzles, clay, scissors, etc., with the special needs children to encourage fine motor development following recommendations from the Individual Education Plans (IEP) and Individual Goals & Objectives (IGO).	-Teachers -Assistant Teachers	-Center Managers -Area Directors -Disability Services Director	-Daily August thru May (2012-2013)	-Weekly Lesson Plans
The classroom teacher plans activities and uses strategies to include all the children in social activities, encouraging them to participate in all or most activities as specified in the Individual Education Plans (IEP) and Individual Goals & Objectives (IGO).	-Teachers -Assistant Teachers	-Center Managers -Area Directors -Disability Services Director	-Daily August thru May (2012-2013)	-Weekly Lesson Plans

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Performance Standard: **1304.21 (b)(1) (i)(ii)(iii), 1304.21 (b) (1)(i0(ii)(iii), 1304.21 (b) (1)(i)(ii)(iii), 1304.21 (b) (2) (i)(ii), 1304.21 (b)(2)(i)(ii), 1304.21 (b)(3)(i)(ii), 1304.21 (b) (3)(i)(ii)**

Goal:

Objective:

Section 1304.21 (b) applies to the Infants & Toddlers Program.
AT THE PRESENT TIME THE HIDALGO COUNTY HEAD START PROGRAM DOES NOT OPERATE AN EARLY HEAD START PROGRAM

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms

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Performance Standard: 1304.21 (c) (1) (i)(ii)(iii)(iv)(v)(vi)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (i) **To support each child's individual patterns of development and learning.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom staff engage the parents in discussing information gathered from observations, physicals, screenings, assessments, etc. to plan for individual needs of their child.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Upon Enrollment (within 45 or 90 days) 2012-2013	-Physical Exams -Classroom Observation Notes Assessment Instrument (LAP-D, DECA)
The classroom staff observes the children during classroom activities and records progress and/or changes. The data gathered is shared with parents during parent conferences, home visits, etc.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Progress Notes
The children are grouped according to the developmental levels in specific areas and are provided with activities to help them grow and respond in these areas. Parents are engaged in home activities that assist in the development.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans
The classroom staff is trained on developmental milestones for preschoolers.	-Staff Development Director -Education Directors	-Center Managers -Education Directors	-August thru May (2012-2013) As needed	-Training Agendas -Training Sign In Roster

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Performance Standard: **1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.**

Objective: **(ii) To provide for the development of cognitive skills of children by encouraging each child to organize their experiences, to understand concepts and to develop age appropriate skills in literacy, numeracy, reasoning, problem solving and decision making to form a foundation for school readiness.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher provides activities using games, beads, sorting materials, puzzles, etc., to increase the children's cognitive and communication skills.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans
The classroom teacher offers activities and materials which vary in difficulty to support the children's individual needs and interests.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans
The classroom teacher uses developmentally appropriate strategies to encourage the children to learn concepts and skills in critical areas such as; science, social studies, language, literacy, numeracy, art, music / movement, etc.	-Teachers -Assistant Teacher	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plan
The classroom teachers are provided with guidance and training on questioning techniques to help the children develop their thinking skills.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Pre Services 2012 -In Services PY 2012-2013	-Training Agendas -Training Sign In Roster

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Performance Standard: **1304.21(c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.**

Objective: **(iii) To integrate all educational aspects of health, nutrition, and mental health into the program activities.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher engages the parents in preparing the children for physical exams and all health related services using the following: • Home activities; • Books about doctors and dentists; and • Materials in the dramatic areas (nurse's and doctor's uniforms, lights, stethoscopes, etc).	-Teachers -Assistant Teachers	-Health Director -Center Managers -Education Directors	-August upon Enrollment (2012-2013)	-Weekly Lesson Plans (Special Events Section)
The classroom teacher implements nutrition activities using the Head Start Nutrition Curriculum and other resources on a weekly basis and through daily discussion of what the children will eat that day.	-Teachers -Assistant Teachers	-Nutrition Director -Center Managers -Education Directors	-Weekly August thru May (2012-2013)	-Weekly Lesson Plans -Curriculum Calendar -Nutrition Curriculum
The classroom teacher uses a mental health curriculum ("Kindness Curriculum"), to implement activities related to concerns and/or fears and issues which are identified through observations or identified by the parent or teacher.	-Teachers -Assistant Teachers	-Mental Health Director -Center Managers -Education Directors	-Weekly August thru May (2012-2013)	-Weekly Lesson Plans -Curriculum Calendar -Kindness Curriculum

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Performance Standard: **1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.**

Objective: **(iv) To ensure that the classroom environment helps children develop emotional security and confidence in social relationships.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher provides a positive environment and engages the children in opportunities to help them develop social skills to get along with others.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool
The classroom teacher provides opportunities for the children to develop friendships with peers and also helps them to learn how to respect and how to communicate effectively with each other. Using words such as: please, thank you, excuse me, etc., which will encourage a positive climate.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool
The classroom teacher sets up learning centers such as: pretend & learn, music, computer station, and etc. to support the children's interactive play with enough materials to facilitate problem solving skills.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-August thru May (2012-2013)	-Center Monitoring Tool

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Performance Standard: **1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.**

Objective: **(v) To enhance children's awareness of themselves as individuals and as a member of the group.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher conducts daily activities which are developmentally appropriate and helps the children develop their ability to make positive choices.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Daily Schedule -Weekly Lesson Plans
The classroom teacher provides the children with opportunities to play and interact together during games and group activities to help them feel comfortable in the classroom environment and learn respect for adults and each other.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Daily Schedule -Weekly Lesson Plans -Center Monitoring Tool
The classroom teacher provides the children hands-on opportunities and activities where they can experience success and develop a sense of self-worth.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool
The classroom teacher provides individual space for each child, labeled with their name, for their personal belongings.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool

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Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(iv)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (vi) To provide opportunities for each child to succeed and to develop feelings of competence, self esteem and positive attitudes toward learning.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher provides the children with a safe and healthy learning environment where the children are comfortable and happy.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool
The classroom teacher provides the children with consistent and positive praise to foster their self-esteem.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Center Monitoring Tool
The classroom teacher adapts the curriculum in order to offer developmentally appropriate activities to help all the children achieve success.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Weekly Lesson Plans -Child's Individual Plan
Parents are provided the opportunities to attend parent sessions which address strategies to help their children develop competence, self-esteem and a positive learning attitude.	-Facilitators -Center Managers	-Family Services Director -Education Directors	-Monthly 2012-2013 and as needed	-Exploring Parenting Program -Center Committee Agendas

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Performance Standard: **1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)**

Goal: **The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.**

Objective: **(vii) To provide individual and small group experiences both for indoor and outdoor.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Date of Completion	Evaluations/ Forms
The classroom teacher arranges the learning environment into identifiable centers such as: library center, computer center, construction center, and pretend and learn center to give the children the opportunity to work in small group and independently.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Daily Schedule -Weekly Lesson Plans
The classroom teacher allows for time in his/her daily schedule for small, large and independent groups, which give opportunity for the children to share ideas, materials and to help each other.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Daily Schedule -Weekly Lesson Plans
The classroom teacher plans and carries out activities during outdoor play using equipment and space for the children to use independently or in a group.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Daily August thru May (2012-2013)	-Daily Schedule -Weekly Lesson Plans

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Performance Standard: 1304.21 (c) (2)

Goal: The HIDALGO COUNTY HEAD START PROGRAM utilizes a variety of strategies to promote and support children's learning and developmental progress.

Objective: To provide children with activities and experiences to enhance their growth and development.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Date of Completion	Evaluations/ Forms
The classroom teacher uses a variety of screening/assessment instruments, progress notes, observation notes, and individual plans to support the children's learning and developmental progress (LAP-D Assessments -Pre, Mid, Post, DECA, and on-going observations).	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Within 45 Days of Enrollment -On going as needed (2012-2013)	-LAP-D Assessment Reports -Child's Individual Plan -Classroom Observation Notes -Progress Notes -Progress Reports

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Performance Standard: 1310.21 (a)

Goal: **The HIDALGO COUNTY HEAD START PROGRAM ensures that all parents and the children are trained in pedestrian safety within 30 days of enrollment.**

Objective: **To provide training opportunities to parents and children in the program which emphasize the importance of learning pedestrian safety.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher provides the parents, including parents of children with special needs, with comprehensive information and training on pedestrian safety in the orientation meetings during the months of August and September. Activities are provided throughout the year as needed for field trips or follow ups.	-Transportation Personnel Assisted by -Area Directors	-Transportation Director -Education Directors	-30 days of Enrollment 2012-2013 -as needed thereafter	-Transportation Safety Program -Sign-In Roster -Training Agendas
The classroom teacher provides activities for the children, including children with special needs, to help them learn pedestrian safety. This is completed within 30 days of enrollment.	-Teachers -Assistant Teachers	-Center Managers -Transportation Director -Education Directors	-30 days of enrollment 2012-2013 (as needed thereafter)	-Weekly Lesson Plan -Transportation Curriculum

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Performance Standard: 1310.21 (b)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all the children (including special needs children) have opportunities to learn procedures, gain skills and confidence in riding the bus safely.

Objective: To provide all children, including special needs children, with opportunity to learn bus safety procedures.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher provides all the children, including special needs children, with activities to help them learn bus safety procedures.	-Teachers -Assistant Teachers	-Center Managers -Transportation Director -Education Director	-30 days of enrollment 2012-2013 -as needed thereafter	-Transportation Safety Program
The classroom teacher provide the following training to all the children, including special needs children: • Safe riding practices; • Procedures for safely boarding the bus; • Procedures for safely crossing the street to and from bus stop; • Recognize danger zones around the bus; and • Procedures for emergency evacuation of the bus.	-Teachers -Assistant Teachers	-Center Managers -Transportation Director -Education Directors	-30 days of enrollment 2012-2013 -as needed thereafter	-Transportation Safety Program

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Performance Standard: 1310.21 (c)

Goal: **The HIDALGO COUNTY HEAD START PROGRAM provides training for all the parents (including parents of special needs children) on bus safety.**

Objective: **To ensure that all parents (including parents of special needs children) know and understand procedures for bus safety.**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
All the parents, including parents of special needs children, are provided with information on the importance of escorting their child to and from the bus stop. This information is shared with the parents during the parent orientation in the beginning of the school year. Children are introduced to the transportation and pedestrian safety booklet within the first two weeks of school.	-Transportation Coordinator & -Transportation Personnel	-Transportation Director -Education Directors	-30 days of Enrollment 2012-2013 (as needed Thereafter)	-Safety Procedures Handouts
The classroom teacher encourages all the parents to reinforce the safety practices in both Head Start Centers and at their home.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-On-going Throughout PY 2012-2013	-N/A

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Performance Standard: 1310.21 (d) (e)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides the children with opportunities to participate in emergency evacuation drills.

Objective: The children are involved in developmentally appropriate activities to help them learn and participate in emergency evacuation drills.

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The classroom teacher involves the children, including special needs children, in emergency evacuation drills throughout the program year.	-Center Manager -Teachers -Assistant Teachers	-Administrative Staff -Education Directors	-Every 3 months (severe weather) -Fire Drills Monthly (2012-2013)	-Fire Safety Form
The classroom teacher includes activities in their weekly plans to reinforce safety procedures to all the children, including special needs children.	-Teachers -Assistant Teachers	-Center Managers -Education Directors	-Weekly (2012-2013)	-Weekly Lesson Plans

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Performance Standard: 1304.51 (i) (2)

Goal: **The HIDALGO COUNTY HEAD START PROGRAM establishes and implements procedures for on-going monitoring of education and early childhood development services to ensure effective implementation of Federal Regulations.**

Objective: **To ensure that all Head Start operations concerning the Educational aspect of the Program are effectively implemented following Federal Regulations**

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
The Education Department staff will participate in the Program's annual self-assessment.	-Administrative Team -Consultants -Center Staff -Parents	-Executive Program Director -Assistant Program Directors -Policy Council	-PY 2012-2013 (as scheduled In the Program's Calendar)	-Protocol For the 2012-2013 Federal Review
The classroom teacher uses the following procedures to ensure the ongoing monitoring of the Education and Early Childhood Development Services: • Language Survey – The survey is completed to ensure that each child's primary language is correctly identified. The first part of the survey is done at the time of enrollment through the parent's interview and the second part is completed by the teacher using classroom observations. • Learning Accomplishment Profile-Diagnostic (LAP-D) - This assessment is used to assess the strengths and needs of each child in eight critical areas of child development three times a year. • Parent/Teacher Conferences/Child Individual Plan – After the LAP-D Assessment is completed, and results generated, a conference is held with the parents / guardians and teachers to discuss outcomes and to develop an individual plan for using the data gathered to assist in meeting the needs of the child. • Progress Notes – Progress Notes based on the assessments, screenings and observations are documented for each child every two weeks or when necessary to ensure plans indicate progress. • Home Visits – The home visits are made by the teacher or case manager twice a year or as necessary. • Observation/Feedback Forms – The classroom is observed regularly by the Center Manager, Education Director or Administrative Team to ensure that the teacher is on task with plans and effectively implementing developmentally appropriate activities.	-Administrative Team -Education Directors -Center Managers	-Program Director -Assistant Program Director	-On-Going PY (2012-2013)	-Language Survey Form -LAP-D Individual Reports -Parent/ Teacher Conference Forms -Progress Notes Form -Home Visit Form -Observation/ Feedback Forms

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Performance Standard: 1304.51 (i)(2) CONTINUE

Goal: The HIDALGO COUNTY HEAD START PROGRAM establishes and implements procedures for ongoing monitoring of education and early childhood development services to ensure effective implementation of Federal Regulations.

Objective: To ensure that all Head Start operations concerning the Educational aspects of the Program are effectively implemented following Federal Regulations

Task to Accomplish	Person Responsible	Person Responsible For Monitoring	Timeline	Evaluations/ Forms
• Compliance Monitoring Instrument – An in-depth monitoring of every classroom and center environment is done to ensure all State and Federal Mandates are in compliance. • Lesson Plans – Weekly Lesson Plans are prepared by the classroom teacher to ensure a daily schedule is followed and Child Individual Plans are considered in the delivery of services to the children. • On-site Training and Technical Assistance/Bi-Weekly Staff Meetings – On-Site T/TA and Bi-Weekly meetings are conducted at the center level to provide current information and technical assistance as needed to the center staff, either by the Education Director or by the Center Manager.	-Administrative Team -Education Director -Center Managers	-Program Director -Assistant Program Director	-On-Going FY (2012-2013)	-Compliance Monitoring Form -Lesson Plans -On-Site Training and Technical Assistance/ Bi-Weekly Form

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THE HEAD START CHILD DEVELOPMENT AND LEARNING FRAMEWORK

The original Child Outcomes Framework was introduced to Head Start in 1998 through the Head Start Act and was published in 2000. This document was revised in December 2010 to become the Head Start Child Development and Learning Framework. The eleven Domains are to serve as building blocks and are linked to our curriculum and on-going assessment. The Child Outcomes contain 11 domains, 37 domain elements, and over 100 examples. The data gathered must be obtained through multiple sources, to include on-going assessment, teacher's observations, parental input, and home visits/center conferences. Program's on-going assessments must include data in the eleven domains and must be gathered and analyzed three times a year. The analysis report must be included in the program's annual self-assessment. The Hidalgo County Head Start Program is implementing the Child Outcomes requirements as follows:

The Hidalgo County Head Start Program uses the Learning Accomplishment Profile Diagnostic (LAP-D) instrument within 45 days of the child's first day of attendance. These results are reviewed by the Assistant Program Director, the Education Area Directors, the Center Managers, the Support Services Facilitators and the Classroom Teachers. Referrals are generated as needed.

The Child's Individualized Plan is developed in collaboration with the parents to establish individual goals and objectives for each child. A time-frame is also established to monitor goal/objective achievement. Bi-weekly progress notes are written by the teaching staff, which documents the outcome of the on-going assessment.

A Six Weeks Progress Report is completed by the classroom teacher and explained to the parents. This report details the progress the children are making in all areas of development. Parent/Child Take Home Activities are also implemented to extend the learning process to the home and develop good study habits.

The Classroom Teacher conducts assessments directly on to the Redelearner.com website for every child three times a year. A report is generated and analyzed. This report summarizes an individual child's scores, classroom /center LAP-D assessment results, and compares them to classroom/center/program's averages in the context of the Head Start Child Development and Learning Framework. LAP-D items related to specific Domains, Domain Elements and Examples are summarized. The program assessment report is presented to the Policy Council and Governing Board. The report includes patterns of development, areas of high/low achievement, and training needs.

The program assessment report and analysis is included in our program self-assessment. A Program Improvement Plan is written and strategies are listed to improve results. A copy of the report becomes an official part of the self-assessment findings.

The Hidalgo County Head Start Program provides training for teachers/assistant teachers as needed such as: C.D.A. training, New Employee Orientation, etc. The Education Procedures Manual training is conducted annually or as needed. The Head Start Child Development and Learning Framework is reviewed and discussed. Hands-on activities are provided to ensure that staff understand and are able to implement all requirements. Pre-Service training is provided in July/August of each year. The Education Department staff present topics to support The Head Start Child Development and Learning Framework, as well as areas identified by the assessment report. Individual small group training is provided as needed to enhance and improve teachers' understanding, knowledge and /or skills.

Hidalgo County Head Start Program
Education and Early Childhood Development
Program Plan
2012-2013

The Hidalgo County Head Start Program prides itself in providing the best curriculum & resources for classrooms, which includes:

- **lesson plans;**
- **materials which support the Head Start Child Development and Early Learning Framework;**
- **resource books to assist teachers with planning;**
- **appropriate buildings, furniture and classroom supplies;**
- **on-going assessment which is aligned with all curriculum goals;**
- **core curriculum used in Building Bridges (developed by Region I Educational Service Center);**
- **qualified staff; and**
- **parent involvement.**

The Hidalgo County Head Start Program will define specific responsibilities based on our local planning efforts. This effort in assessing and using Early Learning framework data means:

- **continuing to collect information on children's individual characteristics, progress, and accomplishments;**
- **continuing to use on-going assessment information to improve curriculum implementation and individualize learning experiences;**
- **continuing to communicate with the families; and**
- **continuing to contribute to improving program quality and effectiveness.**

MISSION STATEMENT

"To Break the Cycle of Poverty and Illiteracy"

Family Services Plan

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of the Family Services 2012-2013 Program Plan

RATIONALE/NEED: The Family Services Program Plan must be approved annually to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Family Services Program Plan

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INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County
Head Start Program

Family & Community Partnerships
Program Plans
2012 – 2013

Family Services Advisory Committee Approval: 05.04.12
Hidalgo County Policy Council Approval: 05.16.12
Hidalgo County Commissioners' Court Approval:

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C. F. Regulation: 1304.40 (a) (1) ***Family Goal Setting***

Goal: ***To establish mutual trust with families and to identify family goals, strengths, and necessary services and other supports.***

Objective: ***To enable parents to interact with staff and develop one-on-one relationships.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program will establish positive relationships with families. Privacy issues and confidentiality policies are maintained. All staff is required to sign the confidentiality policy as acknowledgment of understanding and adherence.	All Head Start Staff	Personnel Officer Area Directors Family Services Director	Upon Entering Employment Status Ongoing	Confidentiality Policy Personnel File
Staff will allow the necessary time to establish a partnership with families, taking into account individual, cultural, ethnic and family values. All staff will respect the sensitivity to parents' rights to share information.	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director Executive Team	Daily	Pre-Service Training Staff Development Workshops
Early and frequent interaction activities will take place in order to provide families with a comfortable environment for building trust. Activities include.... Enrollment & Health Fairs Volunteer Observer Opportunities Orientation Training Parent Committee Meetings Open House Parent-Staff Conferences Home Visits Scheduled Parent Workshops Volunteer Training Parent Fair Parent Leadership Training	Teachers Center Managers Support Services Facilitators, and Support Services Assistant	Area Directors Family Services Director Executive Team	Daily Ongoing	HCHS Program Calendar

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: ***1304.40 (a) (2) (3) Family Goal Setting***

Goal: ***To establish mutual trust with families and to identify family goals, strengths, and necessary services and other supports.***

Objective: ***To develop and implement an individualized Family Partnership Agreement with all Head Start families.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(1). The Family Partnership Agreement process will be initiated as early as possible after enrollment, taking into account the family's readiness and willingness to participate in the process.	Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Within 90 Days After Enrollment Follow-up Ongoing	Family Needs & Strengths Assessment Family Partnership Agreement
(2). The Family Partnership Agreement will offer parents opportunities to develop family goals and outline responsibilities, timetables and strategies for the progress and achievement of these goals.	Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Follow-up Ongoing	Family Partnership Agreement
(3). During the implementation of the Family Partnership Agreement, families will be asked if any preexisting family plans have been developed between other programs. If such a plan exists, a request for the release of information form will be initiated, in order to avoid duplication and to coordinate, to the extent possible, with families and other agencies.	Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Follow-up Ongoing	Family Needs & Strengths Assessment Family Partnership Agreement

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: ***1304.40 (a) (4) (5) Family Goal Setting***

Goal: ***To establish mutual trust with families and to identify family goals, strengths, and necessary services and other supports.***

Objective: ***To develop and implement an individualized Family Partnership Agreement with all Head Start families.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(4). A variety of opportunities for interaction with parents will be provided throughout the year, such as... Family Partnership Agreement Meetings Parent Committee Meetings Parent Workshops Volunteer Training Socialization Programs Parent Conference Exploring Parenting - Parent Curriculum Training Parent Fair	Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director	August thru May	Family Partnership Agreement Family Services Procedures Manual HCHS Program Calendar
(5). The Family Partnership Agreement and other meetings with families, will take place in the language of their choice. Special emphasis will be placed on respecting each family's diversity, and cultural and ethnic background.	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director Executive Team	August thru May Daily	Family Partnership Agreement Parent Conferences Parent Committee Meetings Parent Workshops

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (b) (1) (i, ii, iii) ***Accessing Community Services and Resources***

Goal: ***To be responsive and understanding to families' needs and assist them in developing their own goals.***
Objective: ***To work collaboratively with all Head Start parents and other agencies to identify and access services and resources through direct services or referrals.***

Task To Be Accomplished	Person Responsible	Person Responsible To Monitor	Projected Date of Completion	Documents or Forms
(i) Emergency and/or crisis assistance will be made accessible & available to all families in need through referrals or other resources and services. • HCSHP Community Resource Directory • Emergency Assistance Program - Policy Council Sponsored Fund	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Family Services Staff Family Services Director and Coordinators	Ongoing August thru May	Referral Form Follow-up Form Community Resource Directory
(ii) Parents are given opportunities to participate and/or given information on programs in the areas of substance abuse, child abuse and neglect, and domestic violence. • Parent Workshops • Parent Committee Meetings • Counseling Referrals • Parent Support Groups - Mental Health Collaboration • Parent Fair/Conference	Support Services Facilitators and Support Services Assistants Mental Health Director	Area Directors Family Services Director Mental Health Services Director	Ongoing August thru May	HCHS Program Calendar Referral Form
(iii) The Hidalgo County Head Start Program maintains partnership agreements with agencies that offer classes in the areas of ESL, ABE, GED, and Job Readiness and refers parents to the appropriate agency. The Program has established a Partnership Agreement with Texas Workforce Solutions to collaborate for additional services to parents.	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Transition/Community Partnerships Director Area Directors Family Services Director	Ongoing August thru May	Referral Form Texas Workforce Solutions Partnership Agreement

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (b) (2) ***Accessing Community Services and Resources***

Goal: ***To be responsive and understanding to families' needs and assist them in developing their own goals.***
Objective: ***To follow-up with each family to insure that the services received through the referrals met the family's expectations in regards to manner, quality and convenience.***

Task To Be Accomplished	Person Responsible	Person Responsible To Monitor	Projected Date of Completion	Documents or Forms
Follow-up contact is made to each family after the initial Family Partnership Agreement (FPA) visit is made. Appropriate follow-up will be conducted to all referrals initiated during the FPA to insure proper case management.	Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Ongoing August thru May	FPA Tracking Report Referral Forms Follow-up Referral Forms
Appropriate follow-up will be conducted to all emergency and crisis assistance referrals in order to insure prompt delivery and quality of services.	Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Ongoing August thru May	Referral Forms Follow-up Referral Forms

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (c) (1) (i) (ii) (iii) (2) (3) ***Services to Pregnant Women Who Are Enrolled in Programs Serving Pregnant Women, Infants & Toddlers***

Goal: ***To enable pregnant women to receive health, nutrition and mental health intervention.***
Objective: ***To link pregnant women to comprehensive prenatal and postpartum care.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The Hidalgo County Head Start Program does NOT operate an Early Head Start Program.	**N/A**	**N/A**	**N/A**	**N/A**

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: ***1304.40 (d) (1), (2), (3) Parent Involvement - General***
Goal: ***To enable parents to become involved in the planning and implementation of the program.***
Objective: ***To provide parents with opportunities and information on programs that they have an opportunity to develop and to become volunteers and/or employees.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1). Advisory Committees are established and maintained to assist in the development and review of all programs to be implemented in the program. The membership in these committees includes Head Start parents, community representatives with expertise in specific content areas and Head Start staff. The committees are: • Health Services Advisory Committee (Health, Special Services, Nutrition, and Mental Health) • Family Services and Community Partnership/Transition Advisory Committee • Education Services Advisory Committee	Department Directors	Health Services Director Family Services Director Head Start Director	Ongoing	Program Plans Departmental Procedures Manuals Advisory Committee Minutes Reports
2). Parents are encouraged to participate in the program as volunteers and/or observers. They are encouraged, in particular to observe the children in the classroom setting. Parent participation in the program is **NOT** a requirement of enrollment. During the enrollment process, parents are advised and provided a written statement attesting to that fact. A volunteer training conference takes place at the beginning of the program year.	All Center Staff All Administrative Staff	Family Services Director Head Start Director	Ongoing	Child's Folder Form - Parental Agreement for Enrollment Statement Volunteer Training Conference Program
3). Parents are provided an opportunity to participate in the program as volunteers and/or employees. • Job Placement Notices are posted at all Head Start Centers • The interview and selection rating system specifically provides additional points for prospective applicants if they are Head Start parents.	Center Managers, Support Services Facilitators, and Support Services Assistants	Personnel Officer Head Start Director	Ongoing	Interview Rating Form

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (e) (1) (2) (3) ***Parent Involvement in Child Development and Education***

Goal: ***To enable parents to become involved in the program's approach to child development and education.***
Objective: ***To provide parents with opportunities in the development of the program's curriculum and overall understanding of child development and education.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. Parents will be selected to be members of the education advisory committee and participants of the curriculum development committees that are established.	Education Services Staff	Education Services Area Directors	Ongoing	Education Program Plans Education Procedures Manual
2. Currently the program is not implementing a home-based option program.	**N/A**	**N/A**	**N/A**	**N/A**
3. Parents are provided with training and opportunities to enhance and enrich their parenting skills, child development and overall knowledge. Parents also are encouraged and provided with opportunities to share concerns regarding their children with staff. This is done on a daily basis and other opportunities such as... • Parent workshops • Conference sessions with teachers • Home Visits • Parent Committee Meetings • Parent Fair/Conference	Teachers Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Ongoing	HCHS Program Calendar Parent Committee Meeting/Workshop Schedule Home Visit Reports

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (e) (4) (i) (ii) ***Parent Involvement in Child Development and Education***

Goal: ***To enable parents to become involved in the program's approach to child development and education.***
Objective: ***To provide parents with opportunities to become adult learners and address their own literacy goals.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
4. (i) Parents are provided with ***Parent Child Take Home Activities*** to promote family literacy and interaction between the child and his/her parents. Parents are encouraged to become classroom volunteers in order to allow the parent to participate in the educational activities that take place in the Head Start classroom.	Teachers Center Managers	Area Directors	August thru May	Parent Child Take Home Activities Tracking Log
4. (ii) The Hidalgo County Head Start has partnership agreements with agencies that offer classes in the areas of English as a Second Language ESL, Adult Basic Education ABE, General Education Diploma GED, and Job Readiness. Parents are informed about the different agencies offering these services during the Family Partnership Agreement FPA visit that is provided to all families.	Center Managers, Support Services Facilitators, and Support Services Assistants	Transition - Community Partnership Director Area Directors Family Services Director	August thru May	Family Partnership Agreement Referral Form

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (e) (5) ***Parent Involvement in Child Development and Education***

Goal: ***To enable parents to become involved in the program's approach to child development and education.***
Objective: ***To provide parents and staff with opportunities to communicate and monitor the child's progress and activities.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Two (2) home visits are conducted to all Head Start families in the fall and spring. The visits are conducted in the family's primary language. The visit allows for interaction between the teacher and the parent. Additional home visits are scheduled if it is deemed necessary or requested.	Teachers Center Managers	Center Managers Area Directors	August thru May	Home Visit Report Home Visit Tracking Log
Parent-Teacher conferences are scheduled and conducted through out the year. Some of the conferences are specifically designed to discuss the Lap-D Assessment Instrument that is implemented with all the children. The conferences are scheduled to discuss the Six Weeks Progress Report. This report provides parents with knowledge regarding the child's progress in the classroom. Additional conferences are held in the event that the parent or teacher may find it necessary.	Teachers Center Managers	Center Managers Area Directors	August thru May	Lap-D Assessment Report Lap-D Tracking Log Six Weeks Progress Report Six Weeks Progress Report Tracking Log

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (f) (1) ***Parent Involvement in Health, Nutrition, and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***

Objective: ***To provide parents with opportunities to establish healthy habits in the home and secure access to services.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program provides parents with opportunities for formal training in the area of health, dental health, nutrition and mental health during the..... • Orientation Training during 1st Parent Committee Meeting • Parent Workshops • Parent Committee Meetings - Training Section of Agenda • Mental Health - Fatherhood Conference • Parent Fair/Conference - A variety of workshops will be offered with topics in these areas • CPR & First Aid Certification & Training is offered to parents • Exploring Parenting - Parent Curriculum Training	Department Directors Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	August thru May	HCHS Program Calendar Monthly Parent Workshop Schedule CPR & First Aid Training Schedule
The program provides parents with updated information and training regarding health, dental health, nutrition and mental health through the Health Newsletters, Nutrition Newsletters and the quarterly Program Newsletters. The program provides all families with a Community Resource Directory and training is provided during the Family Partnership Agreement visit.	Department Directors Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Health Services Director	August thru May	Program Newsletters HCHS Program Calendar Community Resource Directory Family Partnership Agreement

HIDALGO COUNTY HEAD START - HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (f) (1) ***Parent Involvement in Health, Nutrition, and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***

Objective: ***To provide parents with opportunities to establish healthy habits in the home and secure access to services.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program makes use of content experts in areas of health, dental health, nutrition and mental health by establishing partnerships with WIC (Women, Infants, & Children), Hidalgo County Health Department, Texas A & M Expanded Nutrition Program, University of Texas-Pan American Nutrition Department, Health Services Providers, Texas Tropical MHMR, etc. (Family and Community Partnerships Program Plan: Pgs 28, 29)	Department Directors	Community Partnership/ Transition Director Head Start Director	August thru July	Community Partnership Agreements Program Plans
Content area experts and professionals collaborate with the program by becoming active members of the various Advisory Committees that are maintained by the program. • Health Services Advisory Committee • Family Services and Transition/Community Partnership Advisory Committee • Education Advisory Committee	Department Directors	Community Partnership/ Transition Director Head Start Director	August thru July	Community Partnership Agreements Advisory Committee Membership Rosters

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (f) (2) (i), (ii) ***Parent Involvement in Health, Nutrition, and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional and mental health.***

Objective: ***To provide opportunities for parents to become active partners and empower them in securing services in the overall health care of their families.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
2. (i) A family is identified during the enrollment process if they are participating in a system of ongoing health care. A computerized identification and tracking system is utilized by the program. (PROMIS) Upon identification that a child or family is not enrolled in a health care system, a referral is initiated to Texas Dept. of Human Services for Medicaid and/or the Hidalgo County Health Care Corporation, CHIPS, and/or other health care sources. Referrals are initiated during enrollment time and during the FPA Family Partnership Agreement visit.	Center Managers Support Services Facilitators Support Services Assistants	Health Services Director Family Services Director	August thru July	PROMIS Software Program Child's Comprehensive File Health Control Summary
2. (ii) Parents are asked to provide the program with a health history of the child along with the immunization record and any other appropriate medical documents. It is explained to each parent at the time of enrollment that health and dental health services would be provided to children. It is strongly recommended that parents accompany their children to all health and dental screenings and follow-ups. Parents are provided with opportunities to become volunteers or observers in the classroom. Encouragement is given to parents to participate during the health, dental health and nutrition curriculum activities.	Teachers Center Managers Support Services Facilitators Support Services Assistants	Health Director Nutrition Director Area Directors Family Services Director	August thru July	Child's Folder: Health Information Section Weekly Lesson Plans Health, Dental, Mental Health and Nutrition Curriculums

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C. F. Regulation: 1304.40 (f) (2) (iii) ***Parent Involvement in Health, Nutrition and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***

Objective: ***To provide opportunities for parents to attain knowledge in basic principles of health, safety and environmental care and issues.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Formal training in the areas of health, dental health, CPR & First Aid, health safety practices and environmental issues are provided to parents during the... • Scheduled Parent Workshops • Parent Committee Meetings - Training Section of Agenda • Parent Fair/Conferences • CPR & First Aid Certification and Training	Center Managers Support Services Facilitators	Health Services Director Family Services Director	August thru May	HCHS Program Calendar Sign In Forms CPR & First Aid Training Schedule
Parents are provided with opportunities to communicate and collaborate with agencies and content area experts that deal with health, dental health, safety and environmental services during the annual Parent Fair/Conference and the Health Services Advisory Committee Meetings.	Center Managers Support Services Facilitators	Health Services Director Family Services Director	August thru May	HCHS Program Calendar Health Advisory Committee Meeting Reports
Parents are provided with opportunities to participate in curriculum and weekly lesson plan development, which include health, dental health, safety and environmental lessons and activities.	Teachers Center Managers	Center Managers Area Directors	August thru July	Education & Health Advisory Committee Meeting Reports Curriculums & Weekly Lesson Plans

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (f) (3) (i) ***Parent Involvement in Health, Nutrition and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***

Objective: ***To provide parents opportunities to attain knowledge and understanding in nutrition education.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program will provide opportunities for training to parents in the areas of proper nutritional habits, budgeting, food preparation and storage, and creative ways to get children to eat nutritional rich foods through the... • Scheduled Parent Workshops • Parent Committee Meetings - Training Section of Agenda • Parent Fair/Conference	Nutrition Services Staff	Nutrition Director	August thru May	HCHS Program Calendar Monthly Parent Workshop Schedule Nutrition Services Procedures Manual
The program maintains a community partnership agreement with the Texas A & M Expanded Nutrition Program. This program collaborates with and provides Head Start parents an opportunity to participate in a course in nutrition & health education. Upon successful completion of the course, participants receive a certificate which provides training experience for job readiness.	Nutrition Director	Nutrition Director	August thru May	Community Partnership Agreement Referral Form

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (f) (3) (ii) ***Parent Involvement in Health, Nutrition and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***
Objective: ***To provide parents with opportunities to establish good communication with staff regarding their child's nutritional status.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program will obtain from parents during enrollment time pertinent information regarding dietary habits of the child and family, eating patterns, personal and cultural likes and dislikes, and special nutritional concerns or requirements. Information and tracking will be maintained through the PROMIS program. Parents are also encouraged to discuss with staff any changes or concerns regarding nutritional habits throughout the program year. Special emphasis is placed on children with special dietary requirements because of health related problems or disabilities.	Teachers Center Managers Support Services Facilitators Support Services Assistants	Nutrition Director Special Services Director	Upon Enrollment and Ongoing	PROMIS Program - Health Section Child's Folder
The program will conduct and/or obtain periodic assessments such as height, weight, hemoglobin and hematocrit to identify any health/nutritional related abnormalities. The program will attain consent from parents prior to assessments and immediately after the assessments take place. The program will communicate and share results with parents.	Center Managers, Support Services Facilitators, and Support Services Assistants	Nutrition Director Health Services Director	August thru May	PROMIS Program - Health Section Physical Exam Report Health Control Summary
The program will provide follow-up services for children found to have a health/nutritional related abnormalities. Counseling, training and special diets are provided, along with activities and guidance for home implementation.	Center Managers, Support Services Facilitators, and Support Services Assistants	Nutrition Specialist Health Services Director	August thru May	Referral Form Follow-up Form Screening Reports

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (f) (4) (i) ***Parent Involvement in Health, Nutrition, & Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional and mental health.***

Objective: ***To provide parents with opportunities to meet with staff and discuss mental health related issues regarding their child and family in a group session.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
A mental health professional conducts classroom observations and assessments. The mental health professional will conduct training for parents and staff upon completion of the observations. This training will provide both parents and staff information which will help better understand normal development, as well as common behavior problems.	Mental Health Consultant Mental Health Director	Area Directors Mental Health Services Director	August thru May	Mental Health Observation & Training Schedule Training Agendas
Mental health training sessions and workshops are conducted throughout the program year by the mental health consultant. These workshops and group sessions will allow for parents and staff interaction. Topics will include the following: • Understanding Mental Health • Normal vs. Abnormal Behavior • Positive Guidance and Discipline • Child Growth and Development • Classroom Behavior and Management • Positive Behavior Management	Mental Health Consultant Center Managers Support Services Facilitators	Mental Health Services Director	August thru May	Mental Health Training Schedule Training Agendas
Opportunities are provided to parents and staff to communicate and collaborate in order to assist them in attaining mental health services during the... • Mental Health Training Sessions • Parent Fair/Conference • Parent Workshops	Mental Health Consultants Mental Health Director	Mental Health Services Director	August thru May	HCHS Program Calendar Parent Workshop Schedule Mental Health Training Schedule

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (f) (4) (ii) (iii) ***Parent Involvement in Health, Nutrition, and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional and mental health education.***

Objective: ***To provide opportunities for parents to individually meet with staff to discuss issues, and plan and be involved in implementing mental health intervention.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
4. (ii) A mental health screening instrument and other assessments are utilized with children with a suspected behavior problem (Social/Emotional Checklist, Physical Exam, Lap-D). Teachers will conference with parents and discuss outcome. Teachers schedule two (2) home visits with parents in the fall and spring. A variety of topics and information is shared, along with mental health issues. Parents are encouraged to meet with staff as the need arises. Teachers are provided with training during Pre-Service, In-Service and Staff Development regarding mental health issues. Staff is also trained on developing a trusting and respectful relationship with families. Training is provided on understanding their limitations and knowledge in detecting a need for a referral.	Teachers Center Managers Support Services Facilitators and Assistants Mental Health Consultant	Mental Health Services Director Special Services Director Area Directors	August thru May	Social/Emotional Checklist Weekly Lesson Plan Home Visit Report Referrals Staff Development Training Schedule
4. (iii) Mental health services are available to children and their families. If it is deemed necessary, a behavior management plan will be developed, and children will be referred for play therapy as needed. Support group information is made available to parents. Staffings will take place to address mental health issues.	Teachers Center Managers Support Services Facilitators, and Assistants Mental Health Consultant	Special Services Director Mental Health Services Director	August thru May	Referral Form IEP Individual Education Plan Behavior Management Plan

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (g) (1) (i) (ii) ***Parent Involvement in Community Advocacy***

Goal: ***To enable parents to become involved in community advocacy that best responds to their needs and interests.***
Objective: ***To provide parents with opportunities to collaborate and work along side with community members on activities that enhances resources and services.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. (i) Parents are provided with opportunities to meet with agencies and community members to discuss issues regarding social climate, community services, and to influence the character of their community. Networking Meeting - Community agencies, cities, and schools are invited to provide information regarding the referrals systems, collaboration and partnership strategies, tracking systems, and improvement of services are items discussed during this meeting. Parent Fair/Conference - Community agencies, businesses, advocacy groups, school districts, municipalities, etc., are invited to set up information booths. Parents have an opportunity to meet on an individual basis with agency representatives and receive information and link with those agencies.	Department Directors Center Managers, Support Services Facilitators, and Support Services Assistants	Family Services Director Community Partnerships/ Transition Director	October November August thru May	HCHS Program Calendar Family Services Procedures Manual Parent Notices of Activities
1. (ii) Parents are provided a Community Resource Directory. Parents are provided with individualized and group training on how to utilize the directory. The Community Resource Directory is in both English and Spanish. Training is provided at the... • Parent Workshops • Family Partnership Agreement Visit	Center Managers, Support Services Facilitators, and Support Services Assistants	Community Partnerships/ Transition Director Family Services Director	September Ongoing	Community Resource Directory Family Services Procedures Manual

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (g) (2) ***Parent Involvement in Community Advocacy***

Goal: ***To enable parents to become involved in community advocacy that best responds to parent's needs and interests.***
Objective: ***To provide parents with opportunities to work together with other community members to develop parent initiated activities.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Parents are informed and trained on the roles and functions of the Parent Committees and the Policy Council during the Parent Orientation Training and the Parent Committee Meetings. Parents are provided with a Head Start Parent Handbook that outlines these groups and ways in which parents can participate. Parents are provided additional training on the Policy Council. Parents wanting to participate in that capacity will receive specialized training on program design and governance when undertaking these roles.	Center Managers Support Services Facilitators Family Services Director	Family Services Director Program Director	August September October Ongoing	Head Start Parent Handbook Policy Council By-Laws Parent Committee Meeting Agenda
Parents are provided with opportunities to develop their Head Start Center's Parent Committee goals and objectives during their first meeting. Staff will assist in facilitating and providing guidance by developing strategies to meet those goals. Parents will meet on a monthly basis at their Parent Committee Meetings to discuss their goals, activities and projects for increased participation, etc.	Support Services Facilitators Center Managers	Family Services Director	August thru May	Parent Committee Meeting Reports Family Services Procedures Manual
Parents are provided with opportunities to participate in the different advisory committees that are set up by the program. Parents, content area experts and community members assist in developing and reviewing program plans and procedures.	Department Directors	Family Services Director	August thru July	Advisory Committee Reports Program Plans

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (h) (1) ***Parent Involvement in Transition Activities***

Goal: ***To enable parents to develop partnerships with Head Start and other programs in order to obtain a positive transition process to and from Head Start.***

Objective: ***To provide opportunities that will assist parents in becoming their child's advocate in the transition process.***

Tasks To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
During the enrollment process and/or soon after, parents are asked to share information regarding child's placement prior to entering Head Start. Parent consents are obtained in order to acquire information, such as assessment and evaluation reports, family plans, ARD reports for children with special needs, and child development and progress reports.	Center Managers, Support Services Facilitators, and Support Services (SS) Assistants	Community Partnerships/ Transition Director Special Services Director	August thru May	Parent Consent for Release of Information Family Services Procedures Manual
Transition presentations are conducted during the Parent Committee Meetings. Public school officials and staff are invited to provide information regarding public school and meet with Head Start parents. Prior to this meeting, parents will be provided training on becoming advocates for their children and families. Parents will be encouraged to ask questions regarding services, curriculum, rights and responsibilities, and parent involvement activities. This practice will provide empowerment to parents. Parents will also have an opportunity to meet with school officials and personnel at the Transition Fair and the Parent Conference.	Center Managers, Support Services Facilitators, and Support Services Assistants	Community Partnerships/ Transition Director Area Directors Family Services Director	February August thru May	Parent Committee Meeting Agendas Family Services Procedures Manual
Transition meetings will take place for all children with special needs entering public school. Participants of these meetings will be the parent, teacher, professional, and the LEA representative.	Teachers, Center Managers, SS Facilitators, and SS Assistants	Special Services Director Community Partnerships/ Transition Director	April Ongoing	Consent for Release of Information Partnership Agreements – LEA'S

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (h) (2) (3) (i) (ii) ***Parent Involvement in Transition Activities***

Goal: ***To enable parents to develop partnerships with Head Start and other programs in order to obtain a positive transition process to and from Head Start.***

Objective: ***To provide parents the opportunity to continue involvement in their children's education and empower them to exercise their rights as the primary care-givers.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
2. Teachers will schedule a home visit with parents in the spring and discuss the transition process from Head Start. Teachers will illustrate to parents the Transition Packet which will include parent consents, child and family information, parents' rights and responsibilities and special services information.	Teachers Center Managers	Area Directors, Special Services Director, and Community Partnerships/ Transition Director	April Ongoing	Home Visit Report Transition Packet Child's Folder
3. (i) A field trip is scheduled in the spring to allow for Head Start children to visit their new school setting and meet the teachers and other public school personnel. Parents are invited and strongly encouraged to accompany the child to the field trip. Parents are encouraged to ask questions and gather information about the school.	Teachers Center Managers	Area Directors Community Partnerships/ Transition Director	April May	Field Trip Request & Schedule Report Form Child's Folder
3. (ii) Parents are provided with information and encouraged to participate in the development of their child's education during the... • Parent/Teacher Home Visit-Transition Conference • Parent Workshop - Transition Training • Field Trips to Transitioning School	Teachers Center Managers Support Services Facilitators Support Services Assistants	Area Directors Community Partnerships/ Transition Director Family Services Director	February April Ongoing	Home Visit Report Parent Committee Meeting Agendas Transition Activities Tracking Record Field Trip Schedule

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C. F. Regulation: 1304.40 (h) (4) ***Parent Involvement in Transition Activities***

Goal: ***To enable parents to develop partnerships with Head Start and other programs in order to obtain a positive transition process to and from Head Start.***

Objective: ***Refer to: CFR 1304.41 (c)***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
4. Review: Transition Program Plan				

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (i) (1) (2) (3) ***Parent Involvement in Home Visits***

Goal: ***To enable parents and staff to establish a trusting and respectful relationship in order to broaden the understanding of the child.***

Objective: ***To provide parents and staff opportunities to visit in the child's home where individualized attention is given to families.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. The program does NOT require home visits as a condition for participation and enrollment in Head Start. Parents are informed during enrollment that two (2) home visits would be scheduled and implemented by the teacher upon their approval. The advantages of conducting home visits is communicated to parents, such as developing a relationship with staff, allowing for a communication to develop, initiating discussions regarding individualized progress reports, linking home and program experiences, etc.	Teachers Center Managers Support Services Facilitators and Support Services Assistants.	Area Directors Assistant Director	August thru May	Parent Orientation Parent Handbook Home Visit Reports
2. The teacher conducts two (2) home visits with parents once during the fall and once during the spring. Support services staff may join the teacher or schedule any additional meetings with families. In the event that the family refuses a home visit, parents are encouraged to meet with program staff at the center or at an alternative location. Staff will make every effort to build a positive relationship, which, over time may provide an opportunity to meet with the family in the home.	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director	October April Ongoing	Home Visit Reports Education Services Procedures Manual Family Services Procedures Manual
3. The teacher will schedule the two (2) home visits at a time when it is mutually convenient. Accommodations are made for working parents.	Teachers Center Managers	Area Directors	October April Ongoing	Home Visit Reports & Schedules

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.40 (i) (4) (5) (6) ***Parent Involvement in Home Visits***

Goal: ***To enable parents and staff to establish a trusting and respectful relationship in order to broaden the understanding of the child.***

Objective: ***To provide parents with an opportunity to request that the visit take place outside the home at an alternative place.***

Tasks To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
4. The program allows flexibility in conducting visits outside the home and at an alternative place, until family is ready to allow for the visit to take place in the home. Staff may request an alternative site because the home or environment presents significant safety hazard for staff. Authorization would be provided by the education or family services directors.	Teachers Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director	August thru May	Home Visit Report Education Services Procedures Manual Family Services Procedures Manual
5. The Hidalgo County Head Start Program currently does NOT operate a Home Based Program Option.	**N/A**	**N/A**	**N/A**	**N/A**
6. The Hidalgo County Head Start Program currently does NOT operate an Early Head Start Program Option.	**N/A**	**N/A**	**N/A**	**N/A**

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
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Performance Standard C.F. Regulation: 1304.41 (a) (1) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in our communities in order to provide the highest level of services to children and families.***

Objective: ***The program will foster the development of a continuum of family centered services and to advocate for communities that share responsibility for the healthy development of children and families of all cultures.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program will facilitate community partnerships by developing formal and informal networks with a wide range of community organizations. The program will sponsor a networking meeting to encourage community cooperation and develop linkages. Program staff will also participate in networking meetings hosted by other agencies and organizations.	Department Directors	Community Partnerships/ Transition Director Family Services Director	December	Family Services Procedures Manual Networking Meeting Agenda & Listing
Confidentiality policies are established and maintained to ensure that privileged information is shared in a manner that improves service delivery. Partnership Agreements that required the sharing of child and/or family information will include appropriate confidentiality clauses.	Department Directors	Community Partnerships/ Transition Director Human Resource Director	Ongoing	Community Partnership Agreements Confidentiality Policy
The program will establish local agreements and will supplement them by building upon existing agreements such as the agreement with the Texas Education Agency (TEA) and the Texas Head Start Association (THSA).	Department Directors	Community Partnerships/ Transition Director Head Start Director	Ongoing	Partnership Agreement Between TEA and THSA Local Partnership Agreements

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C. F. Regulation: 1304.41 (a) (2) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program's community assessment and the findings resulting from discussions with parents and staff have identified the organizations that the program needs to enter into formal and informal partnership agreements.	UT-Pan American (Consultants) Department Directors Center Managers	Assistant Director Head Start Director	May Ongoing	HCHS Program Community Assessment Family Partnership Agreements
A series of meetings will be conducted between parents, staff and potential partners. The purpose of these meetings is to discuss the goals and purpose of the proposed partnership agreements. At these meetings, all participants will have an opportunity to contribute to the discussion. Particular emphasis will be placed on parent experiences and comments.	UT-Pan American University Consultants Center Managers	Family Services Director Assistant Program Director Head Start Executive Director	May Ongoing	Partnership Agreements Listing of Formal & Informal Partnership Agreements Memorandum or Minutes of Meetings

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.41 (a) (2) (i) (ii) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(i) Collaboration and partnership agreements will be established with health care providers. They include.... Physicians Nurse Practitioners Pediatricians Dentists Specialists Hospitals Clinics Pharmacies EPSDT Medicaid American Heart Assoc. CHIPS The agreement established with Texas Health Steps and Medicaid is supplemented by the national interagency agreements with the Head Start Bureau.	Health Services Director	Health Services Director Community Partnerships/ Transition Director	November Ongoing	National Interagency Agreements with the Head Start Bureau & Texas Health Steps and Medicaid Local Partnership Agreements with Health Care Providers and Agencies
(ii) Collaboration and partnership agreements will be established with mental health providers. They include... Psychologists Licensed Professional Counselors Psychiatrists MSW Master of Social Work Hospitals and Clinics Pharmacies MHMR	Mental Health Director	Mental Health Services Director Community Partnerships/ Transition Director	November Ongoing	Local Partnership Agreements with Mental Health Care Providers and Agencies

HIDALGO COUNTY HEAD START PROGRAM
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Performance Standard C.F. Regulation: 1304.41 (a) (2) (iii) (iv) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(iii) Collaboration and partnership agreements will be established with nutritional services providers. They include.... Texas A & M Expanded Nutrition Program Texas Agricultural Extension Service University of Texas-Pan American: Dietetic Department Rio Grande Valley Food Bank WIC - The agreement established with the WIC program is supplemented by the national interagency agreement with the Head Start Bureau and the National Food and Consumer Services Supplemental Nutrition Program for Women, Infants and Children	Nutrition Director	Nutrition Director Community Partnerships/ Transition Director	November	National Interagency Agreement between the Head Start Bureau and WIC Local Partnership Agreements with Nutrition Service Providers and Agencies
(iv) Collaboration and partnership agreements will be established with providers and agencies that provide services to children with disabilities and their families. All agreements include (IDEA) requirements and consideration for children needing services through the summer months. They include.... LEA's Local Education Agencies Region I/Easter Seals - ECI Program Physicians & Specialists Hospitals & Clinics Therapists UTPA – OT Dept. MHMR Pharmacies	Special Services Director Health Services Director Mental Health Director	Special Services Director Community Partnerships/ Transition Director	November Ongoing	IDEA Local Partnership Agreements with Providers & Agencies That Provide Services to Children with Disabilities & their Families

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.41 (a) (2) (v) (vi) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(v) Collaboration and partnership agreements will be established with family preservation and support services. They include.... Attorney General's Office - Child Support Division Texas Health and Human Services Department- TANF Salvation Army Woman Together/Mujeres Unidas- Battered Women's Shelter & Counseling Center Hidalgo County Community Service Agency Hidalgo County Indigent Services American Red Cross	Family Services Director	Family Services Director Community Partnerships/ Transition Director	November Ongoing	Local Partnership Agreements with Family Preservation and Support Services Providers & Agencies
(vi) Collaboration and partnership agreements will be established with Child Protective Agencies and other agencies that child abuse can be reported under state law. They include... Texas Dept. of Protective & Regulatory Services - CPS Division Hidalgo County Sheriff's Department	Health Services Director	Health Services Director Community Partnerships/ Transition Director	November Ongoing	Local Partnership Agreements with Agencies that Deal with Child Abuse & Neglect

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.41 (a) (2) (vii) (viii) (ix) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Document or Forms
(vii) Collaboration and partnership agreements will be established with local elementary schools, cultural institutions, libraries, and other organizations. They include: McAllen International Museum Museum of South Texas History City Libraries Local Elementary Schools	Education Area Directors Center Managers	Education Area Directors Community Partnerships/ Transition Director	December Ongoing	Local Partnership Agreements with Cultural and Educational Institutions
(viii) Collaboration and partnership agreements will be established with child care providers. They include..... CCS - Child Care Systems TMC - Texas Migrant Council Inc.	Education Area Directors Center Managers	Education Area Directors Community Partnerships/ Transition Director	November Ongoing	Local Partnership Agreements with Child Care Providers
(ix) Collaboration and partnership agreements will be established with other organizations and businesses that provide support and resources to families. They include.... Local Chamber of Commerce Rio Grande Valley Chamber of Commerce Knights of Columbus Lions Club US Border Patrol	Family Services Director Center Managers	Family Services Director Community Partnerships/ Transition Director	December Ongoing	Local Partnership Agreements with Organizations and Businesses Provide Support & Resources To Head Start Children & Families

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C. F. Regulation: 1304.41 (a) (3) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships with organizations to recruit volunteers to participate in the program.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Collaboration and partnership agreements will be established with organizations to promote community members to volunteer in the Head Start program. They include.... Foster Grandparent Program Youth Programs TANF - Welfare to Work Program Winter Texan Groups School Districts	Family Services Director Center Managers	Family Services Director Community Partnerships/ Transition Director	Ongoing	Local Partnership Agreements with Organizations to Promote Volunteers for Head Start

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C.F. Regulation: 1304.41 (a) (4) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships with organizations and agencies that are responsive to Head Start children with disabilities and their families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Review 1304.41 (a) (2) (iv): Family and Community Partnerships Program Plan - Page FS #29				

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C. F. Regulation: 1304.41 (b) ***Advisory Committees***

Goal: ***To enable the program to promote linkages that will address issues affecting Head Start children and families.***
Objective: ***To establish and maintain advisory committee that will be involved in the program planning and systems review in order to attain successful program implementation.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The Program has established and will maintain a Health Services Advisory Committee that has a broad range of professional expertise and help promote linkages to exiting community resources. Its members include Head Start parents, community volunteers, and a variety of health and human service providers. The Health Services Advisory Committee is involved in many different aspects of program design and operations as specified in the Early Childhood Development & Health Services Program Plans. The advisory committees assist in developing and reviewing the program's operating plan.	Department Directors	Health Services Director Community Partnerships/ Transition Director	Bi-Annually	Meeting Agendas Minutes Reports Signature Sheets
The Program has established and will maintain Family Services, Transition/Community Partnerships, and Education Advisory Committees that have a broad range of professional expertise and help promote linkages to exiting community resources in specialized areas. Its members include Head Start parents, community volunteers, and a variety of experts in different fields. These Advisory Committees are involved in many different aspects of program design and operations. These advisory committees assist in developing and reviewing the program's operating plan.	Department Directors	Family Services Director Transition - Community Partnerships Director	Bi-Annually	Meeting Agendas Minutes Reports Signature Sheets

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C. F. Regulation: 1304.51 (i) (2) ***Ongoing Monitoring***

Goal: ***To ensure that the program is effectively implementing Federal regulations.***
Objective: ***To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Family and Community Partnerships.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Children's Applications – Applications for enrollment are completed at the center level, and then submitted to the Family Services Department for processing. During processing, the applications are reviewed to ensure that documentation is collected to validate age and income eligibility. The policy council reviews and approves all applications on a monthly basis.	Case Managers Family Services Coordinators	Family Services Director	Ongoing Monthly	Applications for Enrollment Application Summary Report
Children's Attendance – Average daily attendance (ADA) reports are completed on a daily basis. Center staff reports actual number of children enrolled, present, absent and individual remarks. This report allows the Family Services Department to monitor attendance to ensure that the centers are within 85% attendance ratio.	Center Managers MIS Staff	Family Services Director MIS Director	Daily	Daily ADA Reports
Family Partnership Agreements (FPA) and Referrals – An FPA Tracking Log is completed on a monthly basis by case managers. This ensures that FPA's are completed on a timely basis and tracks the number of referrals generated based on strengths and needs. **Crisis Intervention** – The FPA Tracking Log also monitors referrals for crisis intervention.	Case Managers Family Services Staff	Family Services Coordinators Family Services Director	Monthly	Family Partnership Agreement Tracking Log
Exploring Parenting – The Exploring Parenting Parent Curriculum takes place at the individual centers. The numbers of parents participating and completing the course are tracked in the Family Services Monthly Activity Report.	Center Managers	Family Services Coordinators Family Services Director	Monthly	Family Services Monthly Activity Reports

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2012 – 2013

Performance Standard C. F. Regulation: 1304.51 (i) (2) ***Ongoing Monitoring***

Goal: ***To ensure that the program is effectively implementing Federal regulations.***
Objective: ***To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Family and Community Partnerships.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Family Services Activities – The Family Services Department has established and maintains monthly activity reports. This report tracks all areas overseen by the Family Services Department to include ERSEA data, volunteer and parent involvement activities, parent committee meetings information and training and technical assistance information, etc.	Center Managers Family Services Coordinators	Family Services Director	Monthly	Family Services Monthly Activity Report
Child and Family Tracking – The Family Services Department is utilizing the ***PROMIS*** software program to maintain a child and family tracking system. The ***PROMIS*** program tracks information to compile the Program Information Report (PIR).	Case Managers Family Services Staff	Family Services Director MIS Director	Ongoing	PROMIS Reports
Community Partnership Agreements – The Family Services Department is utilizing the ***PROMIS*** software program to maintain a tracking system for informal and formal community partnership agreements. The ***PROMIS*** program tracks information to compile the Program Information Report (PIR).	Department Directors	Community Partnership and Transition Director	Ongoing	PROMIS Reports
Parent Complaints and Concerns – Parent Complaints and Concerns can be filed by any parent. Parents are encouraged to submit their complaints in writing. A Log is maintained to ensure that all parent complaints and concerns are followed up.	Center Managers Department Directors	Family Services Coordinators Family Services Director	Ongoing	Parent Complaints and Concerns Form Parent Complaints and Concerns Tracking Log

Health Plan

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of the Health Services 2012-2013 Program Plan

RATIONALE/NEED: The Health Services Program Plan must be approved annually to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Health Services Program Plan

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INITIATED BY: Lupita Valdez, Health Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES PROGRAM PLAN 2012-2013

Health Services Committee Approval: 05.01.12
Policy Council Approval: 05.16.12
Commissioners' Court Approval:

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012 - 2013

PERFORMANCE STANDARD: 1304.20 (a) (1) (i)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will insure that there is ongoing health care for each child and will assist the parent/guardian to access a source of care.

OBJECTIVE: Determine whether or not a child has an ongoing source of continuous and accessible health care to collaborate with parents and access resources for their children.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will inform/educate the parent/guardian how to access community resources which provide health care services during monthly meetings, via the newsletter and program activities.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Within 90 Days of Enrollment	Community Health Directory
2. Staff will inform parent/guardian at monthly meetings about availability of health resources.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Monthly	Community Health Directory
3. Staff will initiate the referrals for heath services for children/families when needed.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Ongoing	Referrals
4. Staff will empower parent/guardian to follow-up on referrals made for health services.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Ongoing	Referrals

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.20 (a) (1) (ii)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will ensure that parents of children enrolled will follow the requirements of child wellness used by the Early and Periodic Screening Diagnosis and treatment (EPSDT) program of the Medicaid Agency in Texas and follow the immunizations issued by the Center for Disease Control and Prevention and other local requirements to address health problems.

OBJECTIVE: Determine if the child is on a schedule of age appropriate preventive and primary health care this includes medical, dental and mental health reflected by information provided from the primary health care provider.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. At the time of enrollment, the staff will collaborate with the parent/guardian to secure information from the primary health care provider regarding the health status (immunization record, current treatments, etc) of the child.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to first day of school Annually	Physical Exam Dental Exam Immunization Record Vision/Hearing Screen
2. Parents will follow the requirements of child wellness used by the Early and periodic Screening Diagnosis and Treatment (EPSDT) program of the Medicaid agency in Texas.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to first day of school Annually	Physical Exam Dental Exam Immunization Record Vision/Hearing Screen
3. Parents will follow the immunizations issued by the Centers for Disease Control and Prevention and the recommendations of the Health Services Advisory Committee (HSAC) or community health providers.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to first day of school Annually	Physical Exam Dental Exam Immunization Record Vision/Hearing Screen

PERFORMANCE STANDARD: 1304.20 (a) (1) (ii) (A)

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will provide comprehensive health services to ensure that all Head Start children are up to date with their age-appropriate schedule of well child care.

OBJECTIVE: Provide children with a series of screening tests and exams to identify and address the individual needs of the child.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. The staff will refer the parent/guardian to local clinics and health professionals who provide services at reduced fees or who will accept Medicaid. **Screens:** Vision/Hearing/Strabismus ** **Physical Examination:** Appearance, Head, Skin/Nodes, Eyes, Ears, Nose, Mouth/Throat, Teeth, Neck, Chest/Breast, Heart/Pulses, Lungs, Abdomen, Genitalia/Anus, Spine, Extremities, Neurological (Performed by a US Licensed Health Professional) **Vitals:** Temp, Pulse, Resp, B/P, Ht. / Wt., BMI (Body Mass Index) **Immunizations:** Up to Date (*To include Tuberculin Skin Test) **Dental Exam:** Periodic and comprehensive evaluation every six months.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Screens within 45 days of enrollment Annual Exam or every twelve months Immunizations prior to first day of school	Physical Exam Screens Child Heath Summary
2. Health Services Advisory Committee (HSAC) along with staff will inform all health providers including managed care organizations about full scope of services provided to Head Start children.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Annual	Provider Contracts

*** INCLUDES T.B. SKIN TEST WITH DATE, RESULTS AND SIGNATURE.**
** Certified Center staff will provide vision/hearing screens as needed.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.20 (a) (1) (ii) (B)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will provide comprehensive health services to ensure all Head Start children are up to date on their age appropriate schedule of well child care.

OBJECTIVE: Ensure that all children continue to follow their appropriate schedule of well child care.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will monitor the children's health records on a regular basis to ensure that they are in compliance with their recommended schedule of well child care. If they lack in their schedule, measures will be taken to update them.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Monthly As needed	Appointment Letters Parent Notices Referrals
2. Staff will discuss with the parents the importance of prevention and well child care via letters, parent conference, appointments, monthly parent meetings, etc.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Monthly As needed	Appointment Letters Parent Notices Referrals
3. Staff will educate the parent/guardian on Medicaid services and how to advocate for the delivery of quality health services by asking the parent to attend health appointments with child and ask questions on services.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Monthly As needed	Appointment Letters Parent Notices Referrals

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.20 (a) (1) (ii) (C)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will establish procedures to track the provision of health care services.

OBJECTIVE: Follow up on all medical exams on a timely basis.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. All medical/dental exams/immunizations will be documented and entered into PROMIS, the computerized tracking system. This record will be accessible to center staff.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Monthly As needed	(PROMIS) Child Health Summary
2. All referrals and follow-up will be documented on the referral tracking log kept by staff.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Monthly As needed	(PROMIS) Child Health Summary

PERFORMANCE STANDARD: 1304.20 (a) (1) (iii)

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will provide further diagnostic testing, examination, and treatment by a health professional for each child with an observable known or suspected health or developmental problem.

OBJECTIVE: Initiate a referral as soon as any suspected health concern is noted or found during the physical examination.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. A referral will be made at time of physical by the provider or when an observable known or suspected health or developmental problem occurs. Parent/guardian will be notified immediately of suspected abnormality and consent to refer will be secured.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Referrals Physical Exam Dental Exam
2. Staff will monitor on a regular basis the child's screens, assessment and immunizations by inquiring with the parents.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Monthly	Immunization Tracking Record (PROMIS)
3. Encourage health providers to explain all procedures to parent/guardian.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Ongoing	Referrals Physical Exam Dental Exam

PERFORMANCE STANDARD: 1304.20 (a) (1) (iv)

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will develop and implement a follow-up plan for any condition identified in 45CFR 1304.20 (a)(i)(ii) and (iii) so that any needed treatment has begun.

OBJECTIVE: Develop and implement a follow-up plan for any abnormal condition or suspected health problem.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will refer and follow-up on any abnormal conditions or suspected health problems. The referral will be initiated immediately with the follow-up within 30 days of referral date.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Monthly	Referrals Family Contact Notes Promis Tracking System

PERFORMANCE STANDARD: 1304.20 (c) (1)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will establish a system of ongoing communication with parent/guardian of the children with identified health

needs to facilitate the implementation of the follow-up plan.

OBJECTIVE: Follow-up on a timely manner with the parent/guardian to determine the health status of the children with identified needs.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will follow-up with the parent/guardian and document pertinent information in regards to the child's health status.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Weekly Monthly As needed	Health Progress Notes Parent Notices Promis Tracking System
2. Staff will discuss with the parent/guardian the child's progress and/or results.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Weekly Monthly As needed	Health Progress Notes Parent Notices Promis Tracking System

PERFORMANCE STANDARD: 1304.20 (c) (2)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will provide assistance to the parent/guardian as needed, by educating them on obtaining any prescribed

medications or equipment for medical and dental conditions.

OBJECTIVE: Inform and educate the parent/guardian on community health resources available to them for assistance on acquiring equipment and medical aids for dental or medical conditions. The staff will also educate the parent/guardian on the proper administration of prescribed medication as needed.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will give the parent/guardian a health community resource book on assistance for medical and dental equipment.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment As needed	EPSDT Providers T/TA Sign-In Sheet Medication Administration Policy/ Checklist
2. Nurse will also educate teachers and the parent/guardian on the proper administration of medication.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment As needed	EPSDT Providers T/TA Sign-In Sheet Medication Administration Policy/ Checklist

PERFORMANCE STANDARD: 1304.20 (c) (3) (i)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will educate the parent/guardian and children on the proper measures taken for fluoride treatment and daily oral

applications.

OBJECTIVE: Provide fluoride supplements and treatment as recommended by dental professionals in communities where it has been determined there is a lack of adequate fluoride levels.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Children will brush teeth after breakfast by wetting toothbrush and rinsing with water. After lunch children will brush using fluoride toothpaste.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers Teachers Assistant Teachers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Daily for Oral Hygiene Parent Meetings	Consents Form for use of Toothpaste Daily Health Checks
2. Infants/toddlers will have their gums cleaned according to procedure.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers Teachers Assistant Teachers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Daily for Oral Hygiene Parent Meetings	Consents Form for use of Toothpaste Daily Health Checks
3. The parent/guardian will be provided with information on dental care at monthly meetings.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers Teachers Assistant Teachers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Daily for Oral Hygiene Parent Meetings	Consents Form for use of Toothpaste Daily Health Checks
4. The parent/guardian will sign consent for daily tooth brushing.			Daily for Oral Hygiene Parent Meetings	

PERFORMANCE STANDARD: 1304.20 (3) (ii)

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will follow up on all measures recommended by the dental professional.

OBJECTIVE: Implement preventive measures and proper dental treatment as recommended by the dental professional.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will ensure all dental follow-ups are done in a timely manner and provide all the necessary paper work to the health department.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Monthly As needed	(PROMIS) Child Health Summary Appointment Letters Dental Follow-up Notices Family Contact Notes
2. Staff will assist with providing transportation by utilizing other resources.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Monthly As needed	Family Contact Notes Referrals
3. Staff will inform the parent/guardian on dental follow-ups every six months as indicated by state regulations. This will be done via notices and telephone calls.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Monthly As needed	Appointment Letters Dental Follow-up Notices Family Contact Notes

PERFORMANCE STANDARD: 1304.20 (c) (5)

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will utilize federal funds when no other source of funding is available.

OBJECTIVE: Arrange for the use of program funds and provide written documentation that all non-Head Start sources have been exhausted prior to using Head Start funds.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will refer non-Medicaid parents/guardians to community health resources for assistance.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment	Denial Letter Approval for payment Family Contact Notes
2. Hidalgo County Head Start Program will require a denial letter for assistance from the community resource. For example, a Medicaid letter stating reason for denial of services before agreeing to pay.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment	Denial Letter Approval for payment Family Contact Notes
3. The parent/guardian will be instructed if no insurance is available that they must then apply for public assistance prior to Hidalgo County Head Start disbursing payment.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment	Denial Letter Approval for payment Family Contact Notes

PERFORMANCE STANDARD: 1304.20 (d)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will ensure that any recurring medical, dental or developmental concerns are addressed in a timely manner.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

OBJECTIVE: Implement ongoing procedures to identify any new or recurring medical, dental or developmental concerns so that they may quickly make appropriate referrals.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will document as needed any concerns regarding medical, dental and developmental areas. The parent/guardian concerns will also be documented.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Daily Weekly As needed	Notice of Illness/Injury LAP-D DECA Speech Screener Physical Exam Dental Exam Referrals 504/Action Plan for Asthma or Seizure
2. Staff will identify special needs using the parent/guardian concerns, screens, physical/dental exams and professional observations and assessments.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Daily Weekly As needed	Notice of Illness/Injury LAP-D DECA Speech Screener Physical Exam Dental Exam Referrals 504/Action Plan for Asthma or Seizure
3. Staff will share with the parent/guardian ongoing observations on a daily basis as needed.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Daily Weekly As needed	Notice of Illness/Injury LAP-D DECA Speech Screener Physical Exam Dental Exam Referrals 504/Action Plan for Asthma or Seizure

PERFORMANCE STANDARD: 1304.20 (e) (1)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will make all possible efforts to ensure that each child is receiving appropriate health care services and consult with the parent/guardian immediately if a health or developmental problem is suspected or identified.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

OBJECTIVE: Consult with the parent/guardian immediately when health concerns are suspected or identified.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will inform the parent/guardian of health concerns and/ or referrals made by a Head Start provider during physical and/or dental exam.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Physical/Dental Exam Screen Results Family Contact Notes Action Plan for Asthma or Seizure
2. The parent/guardian will inform the staff of any health concerns expressed during the exam done by their primary physician.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Physical/Dental Exam Screen Results Family Contact Notes Action Plan for Asthma or Seizure
3. Staff will consult with the parent/guardian immediately and permission to refer will be obtained.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Physical/Dental Exam Screen Results Family Contact Notes Action Plan for Asthma or Seizure

PERFORMANCE STANDARD: 1304.20 (e) (2)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will familiarize the parent/guardian with the use of all rational health and developmental procedures administered through the program and obtain advance parent/guardian authorization for such procedures. The results of such procedures will be shared with the parent/guardian.

OBJECTIVE: Educate the parent/guardian on the rationale and results of all screens and seek proper authorization prior to such procedures.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
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Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will obtain consent from the parent/guardian prior to exams and screening procedures. At this time all screens, exams and immunizations needed for their child will be explained to the parent/guardian.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment As needed	Consent for Screens Referrals Standard Non-Standard Results Action Plan for Asthma or Seizure
2. A copy of all results will be given and explained to the parent/guardian.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment As needed	Consent for Screens Referrals Standard Non-Standard Results Action Plan for Asthma or Seizure
3. The referral will be discussed with the parent/guardian and permission to refer will be obtained.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment As needed	Consent for Screens Referrals Standard Non-Standard Results Action Plan for Asthma or Seizure
4. A child health record with the child's results of all screens including the dates will be given to the parent/guardian.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment As needed	Consent for Screens Referrals Standard Non-Standard Results Action Plan for Asthma or Seizure

PERFORMANCE STANDARD: 1304.20 (e) (3)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will discuss with the parent/guardian how to familiarize their child in an appropriate developmental way about the health procedures received while enrolled in the program.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

OBJECTIVE: Encourage the parent/guardian to participate in informing their child about all procedures administered during their enrollment with the program.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will encourage the parent/guardian to participate in the daily health lessons.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Parent Orientation Daily	Health Lesson Daily Schedule
2. Staff will encourage the parent/guardian to accompany their child during the exams and screening procedure.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Parent Orientation Daily	Health Lesson Daily Schedule
3. Staff will encourage the parent/guardian to participate in all related health activities.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Parent Orientation Daily	Health Lesson Daily Schedule
4. Staff will explain and inform the parent/guardian the purpose of health procedures and exams the child will receive through out the school year.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Manager	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	At enrollment Parent Orientation Daily	Health Lesson Daily Schedule

PERFORMANCE STANDARD: 1304.20 (e) (4)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will assist the parent/guardian in accordance with 45CFR 1304.40 (f) (2) (i) and (ii) to enroll and participate in a system of ongoing family health care and encourage the parent/guardian to be active partners in their child's health care process.

OBJECTIVE: Ensure that all Head Start families will participate in a system of ongoing family health care and encourage the parent/guardian to be active in their child's

health care process.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will review health records on a regular basis to ensure medical and dental concerns be completed and address in a timely manner.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Monthly As needed Parent Orientation	Family Contact Notes Referral Follow up Parent Conference
2. Staff will encourage the parent/guardian to become active partners thru the following: • Promote preventive health care via newsletter, conferences and workshops. • Introduce the parent/guardian to community health resources and assist them in becoming clients. • Encourage the parent/guardian by empowering them to take their child for medical and dental appointments. • Encourage and remind the parent/guardian to keep a copy of all health records in a safe place for transitional purposes. • Encourage the parent/guardian to participate on the Health Services Advisory Committee.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Monthly As needed Parent Orientation	Family Contact Notes Referral Follow up Parent Conference

PERFORMANCE STANDARD: 1304.20 (e) (5)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will maintain written documentation in the event that the parent/guardian refuses to give authorization for health services.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
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2012-2013

OBJECTIVE: Encourage the parent/guardian to allow health services for their child. However, if the parent/guardian refuses the services, documentation will be obtained and the consequences of such action will be explained.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. The staff will explain to the parent/guardian the importance of the health services and the consequences of denial.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Refusal of Medical Services and Dental Services Family Contact Notes
2. Staff will act as a "liaison" between the parent/guardian and health provider by assisting with communication of health concerns to the provider and Health Services Advisory Committee if needed.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Refusal of Medical Services and Dental Services Family Contact Notes
3. Staff will acquire documentation when the parent/guardian refuses authorization for services.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Refusal of Medical Services and Dental Services Family Contact Notes
will explain the consequences of refusal.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	

PERFORMANCE STANDARD: 1304.22 (a)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will establish and implement policies and procedures to respond to medical and dental health emergencies with which staff is familiar and trained.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

OBJECTIVE: To be knowledgeable and aware of health measures, emergency measures and safety practices through training provided by the health staff.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will post policies and plans of action for emergencies that require rapid response on part of the staff (e.g., a child choking) or immediate medical and/or dental attention. This information will be posted on the health bulletin boards located in every classroom at all centers. This is to include the parent/guardian's room, literacy room and administration sites.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures How to handle medical/dental emergency Action Plan for Asthma or Seizure
2. The Health Advisory Committee will help establish emergency policy and procedures by revising "Health Emergency Bulletin" annually.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures How to handle medical/dental emergency Action Plan for Asthma or Seizure
3. Emergency policies and procedures are posted in both Spanish and English.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Manager	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures How to handle medical/dental emergency Action Plan for Asthma or Seizure

PERFORMANCE STANDARD: 1304.22 (a) (1)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will post policies and plans of action. Emergencies will require rapid response on part of the staff (e.g., a child choking).

OBJECTIVE: Provide staff with polices and plans of action for emergency care.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will post policies and plans of action for emergencies that require rapid response on part of the staff (e.g., a child choking) or immediate medical and/or dental attention. This information will be posted on the health bulletin boards located in every classroom at all centers. This is to include the parent/guardian's room, literacy room and administration sites.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures
2. The Health Services Advisory Committee will help establish emergency policy and procedures by revising all health emergency procedures annually.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures
3. Emergency policies and procedures are posted in both Spanish and English.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Manager	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures

PERFORMANCE STANDARD: 1304.22 (a) (2)

GOAL: ***HIDA LGO COUNTY HEAD START PROGRAM*** will post locations and telephone numbers of emergency response systems, update family contact information and authorization for each child must be readily available.

OBJECTIVE: Make readily available emergency response systems, emergency telephone numbers and authorization for emergency care for each child.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms

1. Staff will post all emergency response systems as part of the health bulletin board.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Emergency Plan II Consent For Emergency Transportation Emergency Contact
2. The parent/guardian will sign consents for emergency treatment, dental treatment and transportation. This will be located in each child's folder.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Emergency Plan II Consent For Emergency Transportation Emergency Contact
3. Staff will have emergency contacts for each child, which are to include the parent/guardian's physical address, home and/or work telephone number, physician name and telephone number in every classroom and at all telephone stations. (Emergency Plan II)	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Emergency Plan II Consent For Emergency Transportation Emergency Contact
4. All consent forms for emergency treatment will accompany the child to every fieldtrip and/or outdoor activity.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Emergency Plan II Consent For Emergency Transportation Emergency Contact

PERFORMANCE STANDARD: 1304.22 (a) (4)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will notify the parent/guardian in the event of an emergency involving their child.

OBJECTIVE: Notify the parent/guardian of all emergencies involving their child.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. In case of an emergency involving a Head Start child, the staff will	Case Manager to	Center Managers	Ongoing	Notice of Injury/

notify the parent/guardian immediately. If the parent/guardian is unavailable, the staff will notify the emergency contact. A notice of illness or injury will be sent home with the child. Documentation will also be written in the family contact notes and an incident report will be sent to administration.	include: Support Services Facilitators Support Services Assistants Center Manager	Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Illness Family Contact Notes Accident/Incident Report

PERFORMANCE STANDARD: 1304.22 (a) (5)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will establish a method for handling cases of suspected or known child abuse and neglect that are in compliance with applicable federal, state and/or tribal laws.

OBJECTIVE: Handle all cases of suspected or known child abuse and neglect in compliance with applicable federal, state and/or tribal laws.

	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will report all suspected causes of abuse and neglect to the appropriate agency immediately.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Suspected Abuse and Neglect Form
2. Staff will fill out the suspected abuse and neglect form and write a summary of what occurred.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Suspected Abuse and Neglect Form
3. All information will be kept **strictly** confidential and under lock and key.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Suspected Abuse and Neglect Form
4. Staff will receive annual training from local agencies and the health department on reporting suspected abuse and neglect.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Suspected Abuse and Neglect Form

PERFORMANCE STANDARD: 1304.22 (b) (1)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will temporarily exclude a child with a short-term injury, an acute and/or short-term contagious illness that cannot be readily accommodated from program participation in the center base activities or group experiences, but only for that generally short-term period when keeping the child in care poses a significant risk to the health and/or safety of the child or anyone in contact with the child.

HIDALGO COUNTY EARLY HEAD START/HEAD START PROGRAM
EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2007-2008

OBJECTIVE: Uphold the minimum standards required that temporarily exclude a child with a short-term injury, an acute and/or short-term contagious illness.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. When the parent/guardian presents a child at the center with an acute or short-term contagious illness the parent/guardian will be notified that the child cannot stay. The staff will refer to the communicable disease chart and minimum standards for assistance.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Exclusion Guidelines for a Sick Child
2. If the child has a short term injury that prohibits him/her from participating in the center based activities or group experiences the staff will ask the parent/guardian for a doctor's order stating the child may or may not participate. If the child cannot participate, the parent/guardian will be notified that the center cannot accommodate the child while injured. All measures should be taken to accommodate the child at home.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Exclusion Guidelines for a Sick Child
3. Staff will explain to the parent/guardian the significant health and safety risks of the child or anyone in contact with the child if allowed to stay at the center.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Exclusion Guidelines for a Sick Child

PERFORMANCE STANDARD: 1304.22 (b) (2)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** must not deny program admission to any child, nor exclude any enrolled child from program participation for a long term period, solely on the basis of his/her health care needs or medication requirements.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
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2012-2013

OBJECTIVE: Not deny program admission to any child unless the health or safety risk cannot be eliminated or reduced to an acceptable level.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will request a staffing or ARD with key personnel and the parent/guardian to determine the child's health status.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Family Contact Notes Notice of Illness/Injury Exclusion Guidelines for Sick Children
2. The staff will make reasonable accommodation for each child's required special needs by providing staff training, monitoring supplies and equipment to perform necessary health procedures.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Family Contact Notes Notice of Illness/Injury Exclusion Guidelines for Sick Children
3. The parent/guardian and health providers will provide clear and detailed instructions on how best to care for the child.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Family Contact Notes Notice of Illness/Injury Exclusion Guidelines for Sick Children
t the privacy of the affected child and family.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Family Contact Notes Notice of Illness/Injury Exclusion Guidelines for Sick Children

PERFORMANCE STANDARD: 1304.22 (b) (3)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will request the parent/guardian to inform Head Start of any health or safety needs of the child that the program may be required to address.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

OBJECTIVE: Obtain any and all pertinent health information from the parent/guardian to address all of the health and safety needs of the child.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. At the time of enrollment the staff will ask for all information regarding the child's health status. If special needs are requested, the staff will ask the parent/guardian for all information in writing. This information will be obtained from a health professional.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Diagnostic Referral and Reporting Form Parental Agreement for Enrollment Statement Confidentiality Policy Physical Exam
2. Staff will ensure that all information obtained is kept **confidential** accordingly.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed At enrollment Ongoing	Diagnostic Referral and Reporting Form Parental Agreement for Enrollment Statement Confidentiality Policy Physical Exam

PERFORMANCE STANDARD: 1304.22 (c) (1)-(6)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will establish and maintain written procedures regarding the administration, handling and storage of medication for

every child.

OBJECTIVE: Know the storage, handling and administration for all medication.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will administer, handle and store all medication in accordance with the programs policy and procedures.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Consent for Administration of Medication Observation Notes Procedures Manual Technical / Training Form Delegation of Tasks Action Plan for Asthma or Seizure

PERFORMANCE STANDARD: 1304.22 (d) (1) & (2)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will ensure staff and volunteers can demonstrate safety practices and foster safety awareness between the child and the parent/guardian by incorporating it into child and parent/guardian activities.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
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OBJECTIVE: Have general knowledge in all safety practices.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff, parent/guardian and volunteers will have ongoing training on safety practice for both home and program settings. This training will be provided by community agencies.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	Technical Training Sign Newsletter Lesson Plan Emergency Policies Classroom Safety
2. Children will be involved in practicing safety practices through daily lessons, classroom activities, field trips and etc.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	Technical Training Sign Newsletter Lesson Plan Emergency Policies Classroom Safety

PERFORMANCE STANDARD: 1304.22 (e) (1) & (2)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will ensure staff must wash their hands with soap and running water at the following times: after diapering or toilet use; before food preparation and handling, consumption or any other food related activity; whenever hands are contaminated with blood or bodily fluids and after handling pets or other animals.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
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2012-2013

OBJECTIVE: Practice safety and good hygiene methods on a daily basis. The parent/guardian and volunteers will practice these methods as well.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff and volunteers will read sign and abide by the Sanitation and Infection Control Policy. This form will be filed in the employee's record or volunteer folder.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	Sanitation and Control Policy
2. Staff will ensure that a copy of the Sanitation and Infection Control Policy is posted on the Health Bulletin Board located in every classroom.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	Sanitation and Control Policy
3. Staff will have ongoing training on Universal Precautions.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	Sanitation and Control Policy

PERFORMANCE STANDARD: 1304.22 (e) (3) (4)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will ensure that all staff will wear non-porous gloves when they are in contact with spills of blood or other visible bodily fluids. Spills of bodily fluids will be cleaned and disinfected immediately in keeping with professionally established guidelines (Standards of the Occupational Safety Health Administration). Any tools used to clean such spills will also be cleaned and disinfected immediately. Other blood contaminated materials will be disposed of in a plastic bag with a

secure tie.

OBJECTIVE: Practice universal precautions on a daily basis.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Gloves are made available to all staff and will be worn when in contact with spills of blood or other visible bodily fluids.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	Sanitation and Infection Control Policy
2. Spills or bodily fluids will be cleaned with the disinfecting solutions as recommended by the Health Services Advisory Committee.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	Sanitation and Infection Control Policy
3. Hands will be washed after every given use.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	Sanitation and Infection Control Policy

PERFORMANCE STANDARD: 1304.22 (e) (5)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will establish procedures for diapering that adequately protect the health and safety of children served by the program staff.

OBJECTIVE: Ensure that proper diapering procedures are implemented.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will do the following when diapering: • Ensure child's safety at all times. • Change diaper on an elevated, non porous surface used only for changing diapers. • Talk to infant/toddler/child while diapering. • Note anything unusual in the child's diaper. • Change diapers at regular intervals or as needed. • Always use Universal Precautions.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Diapering Policy

PERFORMANCE STANDARD: 1304.22 (f) (1) (2)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will have readily available, well-supplied first-aid kits appropriate for the ages served and the program size. The kits will be maintained at each facility and available on outings away from the center. Kits will be restocked and inventoried on a regular basis.

OBJECTIVE: Have appropriate first-aid kits available at every classroom and every outing away from the center.

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
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Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
1. Staff will make sure that a well stocked first-aid kit is available at all times.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	First-Aid Monitor Check
2. Staff will carry a first-aid kit any time the children and staff are away from the center.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	First-Aid Monitor Check
3. Staff will stock and monitor the inventory of first-aid supplies on a regular basis.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May	First-Aid Monitor Check

PERFORMANCE STANDARD: 1304.23 (b) (3)

GOAL: ***HIDALGO COUNTY HEAD START PROGRAM*** will promote effective dental hygiene among children in conjunction with meals.

OBJECTIVE: Ensure that every child will receive effective dental hygiene in conjunction with meals.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms

1. Staff will supervise children brushing their teeth as follows: • A.M.- the children brush their teeth after snack with water only. • P.M.- the children brush their teeth with fluoride toothpaste.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May (Daily)	Daily Class Schedule Health Procedure Manual Consent for Fluoride Treatment
2. The dental curriculum will also reinforce the importance of brushing their teeth after meals.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May (Daily)	Daily Class Schedule Health Procedure Manual Consent for Fluoride Treatment
3. Parents and staff are educated about proper ways to prevent baby-bottle decay and other early childhood cavities.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May (Daily)	Daily Class Schedule Health Procedure Manual Consent for Fluoride Treatment
4. Infant teeth are cleaned beginning with the eruption of the first tooth accordingly.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	August thru May (Daily)	Daily Class Schedule Health Procedure Manual Consent for Fluoride Treatment

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
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EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
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2012-2013

Human Resources Plan

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of Human Resource Management 2012-2013 Program Plan

RATIONALE/NEED: The Human Resource Management Plan must be approved annually to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Human Resource Management Plan

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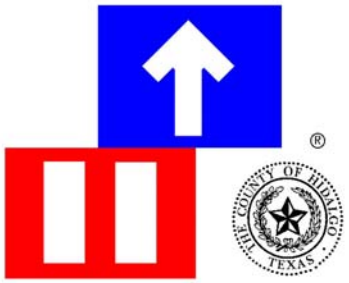
INITIATED BY: Janie Ramirez, Administrative Assistant

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County
Head Start Program



Human Resources Program Plan
2012-2013

Policy Council Approval: 05.16.12
Commissioners' Court Approval:

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (a) (1)

GOAL: The Hidalgo County Head Start Program will establish and maintain an organizational structure that supports the accomplishment of program objectives.

OBJECTIVE: The Program will ensure that the organizational structure addresses the major functions and responsibilities assigned to each staff position to fulfill the program's mission and goals.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(1) An organizational chart is developed to depict how the Grantee Board, and the Department of Health and Human Services, and the Hidalgo County Head Start staff is structured within the program.	Executive Director Assistant Program Directors	Executive Director	As deemed necessary	Organizational Chart
(2) Development and revisions of the organizational chart are conveyed to the Policy Council, Grantee Board (Commissioners Court), and County Judge for their review for approval and/or disapproval.	Executive Director	Executive Director	As deemed necessary	Organizational Chart
(3) The organizational chart illustrates staff positions and proper chain of command.	Executive Director	Executive Director	As deemed necessary	Organizational Chart
(4) All staff positions have a job description which indicates the level of knowledge, skills, and experience required to perform the job responsibilities.	Executive Director	Administrative Assistant	As deemed necessary	Job Descriptions

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (a) (1) (continued)

GOAL: The Hidalgo County Head Start Program will establish and maintain an organizational structure that supports the accomplishment of program objectives.

OBJECTIVE: The Program will ensure that the organizational structure addresses the major functions and responsibilities assigned to each staff position to fulfill the program's mission and goals.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(5) The Program will ensure that the appropriate number of staff is hired to meet staff/child classroom ratio as required by Federal and State Law.	Administrative Assistant Education Area Directors	Education Area Directors	As deemed necessary	Job Requisition Form Announcement Interview Orientation
(6) The program will ensure that the Grantee Board (County Commissioners) and the Hidalgo County Judge receive proper training to assist with legal and fiscal matters for the administration of the Hidalgo County Head Start Program.	Executive Director Assistant Program Directors Family Services Director	Executive Director	Annually	Training Packet

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (a) (1) (continued)

GOAL: The Hidalgo County Head Start Program will establish and maintain an organizational structure that supports the accomplishment of program objectives.

OBJECTIVE: The Program will ensure that the organizational structure addresses the major functions and responsibilities assigned to each staff position to fulfill the program's mission and goals.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(7) The program will ensure that lines of communication with the Policy Council and key management are clear and well established in assisting such with their responsibilities in developing, reviewing, and approving or disapproving policies dealing with the following: all funding applications and amendments; shared decision making; selection and enrollment priorities; personnel policies and changes related to; hiring and terminating the Head Start Director and program staff. This will be accomplished by providing program trainings and opportunities to attend local, state, regional and national Head Start conferences.	Executive Director	Executive Director	July 2012 to May 2013	Training Agendas
(8) The program will ensure that the Policy Council serves as a link between parent committees and Grantee Board, public/private organizations and committees they serve.	Executive Director	Executive Director	July 2012 to May 2013	Policy Council Minutes

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (a) (2) (i) (ii) (iii)

GOAL: The Grantee Board and Policy Council will ensure that the program management functions are formally assigned to and adopted by staff within the program.

OBJECTIVE: The Head Start Program will ensure to designate staff who will manage delivery of services to children and families.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(i) The Grantee Board and Policy Council will select and hire a Head Start Program Director who is sensitive to the community, staff, and families. The Program Director needs to be knowledgeable with program services, organizational structure, and its mission.	Grantee Board (Commissioners Court) Policy Council Civil Service Executive Director	Policy Council	As deemed necessary	Job Application Resume Job Announcement Personnel file
(ii) Qualified staff will be hired to provide leadership, direction, and management of delivery services to children and families.	Executive Director	Assistant Program Directors	As deemed necessary	Job Applications Job Announcement Resume Credentials Personnel File
(1) The following positions for the Head Start program will be identified: - Education Area Directors - Health Services Director - Nutrition Services Director - Special Services Director - Family Services Director	Executive Director Assistant Program Directors	Assistant Program Directors	As deemed necessary	Organizational Chart

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (a) (2) (i) (ii) (iii) (continued)

GOAL: The Grantee Board and Policy Council will ensure that the program management functions are formally assigned to and adopted by staff within the program.

OBJECTIVE: The Head Start Program will ensure to designate staff who will manage delivery of services to children and families.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(iii) Qualified staff will be employed to provide leadership services to families.	Executive Director	Assistant Program Directors	As deemed necessary	Job Application Job Announcement Resume Credentials Personnel File
(1) The program will ensure that management staff implements the following: (a) Plan and implement procedures for each area of Service. (b) Maintain data on children and families in the program. (c) Seek community partnerships to provide resources for the children and families. (d) Maintain strong communication between staff and parents. (e) Have knowledge in personnel administration. (f) Have leadership skills in team building and staff development training.	Executive Director	Assistant Director for Programmatic Services Assistant Director for Operations	As deemed necessary	Job Description Evaluations Children's Records Staff Development Training files

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (b) (1) & (2)

GOAL: The Hidalgo County Head Start Program will ensure that staff and consultants that are hired are qualified and have the knowledge, skills and experience in order to perform their assigned functions responsibility.

OBJECTIVE: To ensure the provision of program quality service, qualified staff will be recruited and hired to interact with children and families.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(1) Qualified staff will be hired accordingly for each position within the Hidalgo County Head Start Program.	Executive Director	Assistant Program Directors Administrative Assistant	As deemed necessary	Requisitions Job Announcement Interviews Evaluations R.F.Q. (Request for Qualifications)
(2) Qualified staff must be sensitive to the cultural differences of low income children and families.	Department Directors			
(3) The Hidalgo County Head Start Program employs highly qualified staff via newspaper advertisement, internal job announcements, and recruitment at UTPA, STC, and the Texas Work Force Commission. In addition, the program highly considers Head Start parents who qualify for positions within the program.	Administrative Assistant Staff Development Director	Administrative Assistant	On going	Job Announcement in newspaper Staff Development training by informal and formal trainings
(4) A mentoring program will be implemented to assist the parents and staff already in the Head Start Program to advance their skills and knowledge.	Staff Development Director	Staff Development Director	On going	CDA Project Associate Degree Project, Bachelor Degree Project

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (b) (3)

GOAL: The Hidalgo County Head Start Program will ensure that all current and former Head Start Parents, if qualified, will receive preference for employment vacancies.

OBJECTIVE: The program will ensure that Head Start parents, if qualified, are given employment preference with Head Start with the purpose to fulfill the program's missions and goals.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(1) Program will highly consider Head Start parents who are qualified and are seeking employment.	Executive Director Administrative Assistant	Administrative Assistant	As deemed necessary	Job Announcement Job Description Personnel File
(2) Staff will encourage Head Start parents to participate in program activities, such classroom volunteering, parent committees, workshops, and trainings.	Family Service Director Center Manager Staff	Center Managers	Annually	In-kind records Parent take home activities Lesson plans
(3) Parents will be encouraged to participate in Literacy Programs such as English as a Second Language (ESL), General Equivalency Diploma (GED)… through referrals in the Community	Transition, Literacy, and Community Partnership Director Center Managers	Transition, Literacy, and Community Partnership Director	Annually	Parent Records F.P.A. Referrals (Family Partnership Agreement)

PERFORMANCE STANDARD: 1304.52 (b) (3) (continued)

GOAL: The Hidalgo County Head Start Program will ensure that all current and former Head Start Parents, if qualified, will receive preference for employment vacancies.

OBJECTIVE: The program will ensure that Head Start parents, if qualified, are given employment preference with Head Start with the purpose to fulfill the program's missions and goals.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(4) Job vacancies are posted at each center within the program, Hidalgo County Civil Service Department, and newspaper.	Administrative Assistant Center Staff Civil Service Human Resources Director	Executive Team	As deemed necessary	Job Announcement
(5) Job vacancies include job descriptions for vacancies, job requirements and responsibilities.	Administrative Assistant Civil Service Human Resources Director	Administrative Assistant		Job Description Job Announcement

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (b) (4)

GOAL: The Hidalgo County Head Start Program will hire program staff and consultants that are familiar with the ethnic background and heritage of families in the program and must be able to communicate effectively in the family's primary language.

OBJECTIVE: To establish an atmosphere of recognition and respect for the beliefs and practices of families and children the program serves.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(1) The program will recruit qualified bilingual staff and consultants who are culturally and ethnically diverse to ensure appropriate representation of the ethnicity and cultures of families served.	Executive Director Service Directors	Executive Team	As deemed necessary	Job Announcement Job Description Personnel File Request for Qualifications (RFQ's)
The Program will establish a Personnel Advisory Committee with the purpose to assist the Personnel Department in the oversight of matters relating to long-term strategic plans, and management of human resources. This committee will be comprised of local representatives with human resources expertise.	Executive Director Administrative Assistant	Administrative Assistant	School Program Year 2012-2013	Committee Charter
(2) The program will ensure to hire staff and find parents from the community to use as resources for understanding different cultures.	Executive Director Administrative Assistant	Administrative Assistant	As deemed necessary	Job Announcement Job Description Personnel File

PERFORMANCE STANDARD: 1304.52 (b) (4) (continued)

GOAL: The Hidalgo County Head Start Program will hire program staff and consultants that are familiar with the ethnic background and heritage of families in the program and must be able to communicate effectively in the family's primary language.

OBJECTIVE: To establish an atmosphere of recognition and respect for the beliefs and practice of families and children that the program serves.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(3) The program will provide staff development trainings to develop skills in accepting culture differences and conflict resolutions.	Education Area Directors Staff Development Director	Education Area Directors	As deemed necessary	Teacher's Lesson Plans Training Calendar
(4) The program will encourage the use of community resources such as libraries and museum theater groups to help staff and parents appreciate and enjoy diverse cultures.	Education Area Directors	Education Area Directors	As deemed necessary	Curriculum Calendar Teacher's Lesson Plans
(5) The program will conduct staff trainings which discuss issues of cultural diversity along with local organizations.	Staff Development Director	Staff Development Director	Pre-Service and Ongoing training as deemed necessary	Program Training Agenda's Training Calendar

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (c)

GOAL: The Hidalgo County Head Start Program will hire a Head Start Director who has skills and abilities in a management capacity relevant to a human service program management

OBJECTIVE: To ensure leadership, management skills and ability to oversee the operation of a comprehensive quality child and family program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that the Executive Director has the following attributes: - Leadership skills. - Good interpersonal and communication skills. - The ability to develop and manage a budget. - Experience in Human Services. - Understands the Head Start philosophy and ability to share authority and decision making.	Grantee Board (Commissioners Court) County Judge Policy Council	Policy Council	As vacancy occurs	Job Description Credentials Experience

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (d)

GOAL: The Hidalgo County Head Start Program will ensure to hire staff and consultants who meet the qualifications to provide content area expertise and oversight on an ongoing scheduled basis. The program will determine appropriate staffing pattern necessary to provide these functions.

OBJECTIVE: To ensure quality services are delivered to children and families.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure hiring qualified Directors who have the following abilities: - Plan and administer the required program services for children and families. - Coordinate program activities with staff, other content areas and community agencies. - Engage in the ongoing assessment of quality services provided. - Communicate effectively with others. - Provides staff training and development. - Ability to supervise.	Executive Director Administrative Assistant	Administrative Assistant	As vacancies occur	Job Description Credentials Personnel File

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (d) (1)

GOAL: The Hidalgo County Head Start Program will ensure staff or consultants meet the qualifications for classroom teachers with experience in the theories and principles of child growth and development.

OBJECTIVE: To ensure quality services are delivered to children and families.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
(1) The program will ensure that the Area Directors meet the qualifications of classroom teachers such as: Child Development Associate Credential (C.D.A.) State award certificate that exceeds the C.D.A. An Associate, Baccalaureate, or advance degree in Early childhood Education.	Executive Director Assistant Program Directors	Administrative Assistant	As vacancies occur	Job Description Credentials Degrees Personnel File
(2) The program will ensure that all staff employed for the Education Department plan and implement a comprehensive Child Development Program that meets the Head Start standards.	Executive Director	Administrative Assistant	As vacancies occur	Job Description Credentials Degrees Personnel File

PERFORMANCE STANDARD: 1304.52 (d) (1) (continued)

GOAL: The Hidalgo County Head Start Program will ensure staff or consultants meet the qualifications for classroom teachers with experience in the theories and principles or child growth and development

OBJECTIVE: To ensure quality services are delivered to children and families.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
- Put into practice theories and sound principles of child and adult education. - Embrace the role of the parent as the primary educator of the child. - Promote support between parent and child.	Education Area Directors	Education Area Directors Center Managers	July 2012 to May 2013	Curriculum Lesson Plans

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (d) (2)

GOAL: The Hidalgo County Head Start Program will ensure that health services are supported by staff and consultants with training and experience in public health, nursing, health education, maternal and child health or health administration.

OBJECTIVE: To ensure quality services are delivered to children and families.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that an appropriate qualified Director in Health Services is employed with the abilities to: -Link families with ongoing systems for health care, assist parents in selection of health provider, counsel them about child or family health problems, and promote parent involvement in all aspects of health programs. -Negotiate with Health Service Advisory Committee, local health care professionals and service providers to ensure the services for families are available and accessible. -Review, evaluate, and interpret health records. -Promote health and safety practices in the program. -Coordinate safety and sanitation procedures, first aid, and emergency medical procedures.	Executive Director Assistant Program Directors Administrative Assistant	Administrative Assistant	As vacancy occurs	Job Description Credentials Personnel File

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (d) (3)

GOAL: The Hidalgo County Head Start Program will ensure that nutrition services are supported by staff or consultants who are registered dietitians or nutritionists.

OBJECTIVE: To ensure quality nutrition services to children and families being served.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will hire highly qualified Nutrition Director with the following characteristics: - Experience in menu planning including the quantity, quality, and variety of food to be purchased. - Ability to interpret nutrition assessment data, provides nutrition counseling to families, and promotes good nutrition habits among children and families. - Have expertise to assist staff in dealing with children having eating problems or special nutritional needs.	Executive Director Assistant Program Directors Administrative Assistant	Administrative Assistant	As vacancy occurs	Job Description Credentials Personnel File

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (d) (4)

GOAL: The Hidalgo County Head Start Program will ensure that Mental Health services is supported by staff or consultants who are licensed professionals with experience and expertise in serving young children and their families.

OBJECTIVE: To ensure quality mental health services to children and families being served.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure to hire a highly qualified Mental Health Coordinator with the following characteristics: - Knowledge of treatment strategies in the areas of child behavior management and family crisis intervention. - Ability to work with families in a supportive manner throughout the diagnostic and referral processes. - Ability to work with staff to improve their own health and they in turn provide supportive services to families. - The ability to provide counseling and treatment for children and families with diagnosed problems.	Executive Director Assistant Program Directors Administrative Assistant	Administrative Assistant	As vacancy occurs	Job Description Credentials Personnel File

PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (d) (5) (6)

GOAL: The Hidalgo County Head Start Program will ensure that family and community partnership services and parent involvement is supported by qualified staff and consultants who are experienced with social, human or family services.

Objective: To ensure quality social and human services to program families.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will hire a highly qualified Family Services and Community Partnership Director with the following characteristics: - Have the ability to develop referral systems and procedures, coordinate social service referrals and follow-up. - Provide on-site consultation to family and community partnerships staff. - Conduct advocacy work. - Oversee the recruitment, training and scheduling of parent volunteers. - Work with Policy Committee and serve as a resource for Parent Committee. - Assist parents in developing and scheduling their own social and developmental activities. - Encourage and support parents in addressing community needs. - Assist staff in integrating a plan for parent involvement that addresses all service areas.	Executive Director Assistant Program Directors Administrative Assistant	Administrative Assistant	As vacancy occurs	Job Description Credentials Personnel File

PERFORMANCE STANDARD: 1304.52 (d) (7)

GOAL: The Hidalgo County Head Start Program will ensure that disability services are supported by staff or consultants with training and experience in securing services for children with disabilities.

OBJECTIVE: To ensure quality disability services to children being served.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will hire a highly qualified Disability Director with the abilities to: -Coordinate the process of assessing children including initial screening, on-going developmental and specialized assessments to determine if a disability exists. -Work with an interdisciplinary team of staff and parents to develop and implement an Individualized Educational Plan (IEP), or Individualized Family Service Plan (IFSP). -Consult regularly with parents and staff on the progress of disability services. -Work closely with local school districts to ensure the coordination of services. -Advocate in the community for appropriate services for children with disabilities and their families.	Executive Director Assistant Program Directors Administrative Assistant	Administrative Assistant	As vacancy occurs	Job Description Credentials Personnel File

SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (d) (8)

GOAL: The Hidalgo County Head Start Program will ensure to secure ongoing services of a qualified fiscal officer.

OBJECTIVE: To ensure on going quality services in the Finance Department.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will hire a qualified fiscal officer with the abilities to: -Develop, monitor, evaluate, and report on financial control programs and procedures. -Develop and maintain accurate charts of accounts including the allocation of program income and out lays and in-kind contribution. -Assist in the resolution of audit exceptions and in the implementation of auditors' recommendations; and report all findings to management staff and governing bodies.	Executive Director Assistant Program Directors Administrative Assistant	Administrative Assistant	As vacancies occur	Job Description Credentials Personnel File

SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD:1304.52 (g) (1)

GOAL: The Hidalgo County Head Start Program will ensure that the appropriate staff/child ratio is maintained at all times of the day.

OBJECTIVE: Maintaining the staff/child ratio will have a more positive outcome for young children and generate more positive social interaction with peers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will hire the appropriate number of staff required to maintain staff/child classroom ratio by monitoring and replacing staff when vacancies occur through resignations or promotions.	Executive Director Education Area Directors Administrative Assistant	Education Area Directors	Ongoing as vacancies Occur	Job Requisition Job Announcement
Newly hired staff without early childhood education experience will receive an eight (8) hour pre-service training in the theories of early childhood caregiver, prior to reporting to classroom duty. This will familiarize new staff with policies and procedures when in a classroom atmosphere. Guidance will be provided by Education Area Directors in form of written material. Certificates of accomplishments will be filed in the employee's Personnel file.	Administrative Assistant	Administrative Assistant	School Program Year 2012-2013; thereafter, as deemed necessary	Certificate of Completion

SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (g) (2)

GOAL: The Hidalgo County Head Start Program will ensure that at least one classroom staff member interacting regularly with the children must speak their language.

OBJECTIVE: Classroom staff who speak the child's home language provides reassurance and support to the child's development and sense of identity and respect for values and beliefs of family.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will emphasize the employment of staff from the service area. Through this process multi-cultural bilingual awareness is ensured.	Executive Director Education Area Directors	Administrative Assistant	Ongoing as vacancies occur	Job Requisition Job Announcement Job Description

SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD:1304.52 (g) (3)

GOAL: The Hidalgo County Head Start Program will ensure that the appropriate staff/child ratio is maintained when classroom staff is absent through use of substitute staff

OBJECTIVE: To ensure that children are always safe, substitutes will be used to maintain staff/child ratio.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that substitutes are contracted when teachers are absent in order to maintain staff/child ratios. - The program implements a substitute pool. -The pool is generated from parent volunteers and from the community service area.	Executive Director Administrative Assistant	Education Area Directors	Ongoing as Substitutes are needed	Job Announcement Personnel File Substitute Plan Substitute Pool

SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD:1304.52 (g) (5)

GOAL: The Hidalgo County Head Start Program will ensure that staff supervises the outdoor and indoor play areas in such a way that children's safety can be easily monitored and ensured.

OBJECTIVE: The staff will ensure that all children be observed to prevent mishaps. Should any mishap occur, children can be quickly reached.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that staff: -Make regular checks of safety and cleanliness of indoor and outdoor play areas. -Outdoor equipment will be monitored on regular basis.	Center Managers Teachers	Center Managers	July 2012 to May 2013 Ongoing daily	Monitoring Checklist
-Staff will develop a written schedule for outdoor play which will ensure proper staff/ratio supervision.	Center Managers Teachers	Center Managers	July 2012 to May 2013	Daily Schedule

SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (h) (1) (i) (ii) (iii) (iv)

GOAL: The Hidalgo County Head Start Program will ensure that all staff, consultants, substitutes and volunteers abide by the program's standards of conduct.

OBJECTIVE: (h) (1) The standards of conduct will support and reinforce appropriate professional behavior.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure the Standards of Conduct guidelines are incorporated with Head Start policies and introduced to staff, consultants, substitutes, and volunteers during orientation.	Executive Area Director Administrative Assistant	Administrative Assistant	As deemed necessary	Standards of Conduct Policy
The Standards of Conduct Policy will address appropriate staff behavior.				
Staff will respect the unique identity of each child and family by refraining from stereotyping on basis of gender, race, ethnicity, culture, religion, or disability. Encourage male participation in the classroom and other activities of the program. Provide opportunities for various intergenerational activities through the participation of community elders, foster grandparents, Winter Texans…etc.	Education Area Directors Center Managers Teachers Facilitators Support Service Assistants	Executive Team	Annually	Monitoring Checklist Lesson Plans

PERFORMANCE STANDARD: 1304.52 (h) (1) (i) (ii) (iii) (iv) (continued)

GOAL: The Hidalgo County Head Start Program will ensure that all staff, consultants, and volunteers abide by the programs' standards of conduct.

OBJECTIVE: (i) To ensure that children of all races, religions, family backgrounds, and cultures are treated with respect and consideration.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Provide boys and girls with equal opportunities to participate in playing activities that promote independent learning. The educational classrooms will have materials in the learning activities and decorations that reflect the diversity of all children. All educational classrooms will provide an engaging environment that exhibits the diversity of all children.	Education Area Director Center Managers Teachers Facilitators	Executive Team	continuously	Monitoring Checklist Lesson Plans

SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (h) (i) (ii) (iii) (iv)

GOAL: The Hidalgo County Head Start Program will ensure that all staff, consultants and volunteers abides by the programs standards of conduct.

OBJECTIVE: (ii) To conform with Federal, State, Tribal and local laws, staff and consultants will follow the confidentiality policies concerning information about children, families and other staff members.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
To conform with Federal, State, Tribal, and local laws, and the Health Insurance Portability Accountability Act (HIPAA), the confidentiality policy ensures:	Health Services Director	Executive Team Center Managers		
-Confidential information will be seen and discussed only with staff members who have the need for information to perform their job (children's records and family records).	Executive Team	Executive Team Center Managers	July 2012 to May 2013 Ongoing	Children Records Family Records
-Staff personnel records will not be disclosed without a written consent by the staff member submitted to the Administrative Assistant (Custodian of Records).	Administrative Assistant	Administrative Assistant	Whenever requested	Personnel File
-Staff has the right to examine their own personnel files and to respond to the contents of those files.	Administrative Assistant	Administrative Assistant	Whenever requested	Personnel File

PERFORMANCE STANDARD: 1304.52 (h) (i) (ii) (iii) (iv)

GOAL: The Hidalgo County Head Start Program will ensure that all staff, consultants and volunteers abide by the program's standards of conduct.

OBJECTIVE: (iii) To ensure that child/staff ratio is maintained by adult supervision at all times that child/staff ratios are required.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
By having appropriate staff members assigned to supervise children the program will ensure that child/staff ratio is maintained at all times and that no child is ever left alone or unattended. (15 to 1 - 3 year olds) (18 to 1 - 4 year olds)	Education Area Directors Center Managers	Center Manager Executive Team	Ongoing July 2012 to May 2013	Substitute Pool

PERFORMANCE STANDARD: 1304.52 (h) (1) (i) (ii) (iii) (iv)

GOAL: The Hidalgo County Head Start Program will ensure that all staff, consultants and volunteers abide by the program's standards of conduct.

OBJECTIVE: (iv) To ensure the use of positive, non-punitive methods of guidance and discipline.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Staff will ensure that positive methods of child guidance are used and will not engage in corporal punishment, emotional or physical abuse or humiliation. They will not employ methods of discipline that involve isolation, the use of food as punishment or rewards, or denial of basic needs. In accomplishing this standard staff will: -Develop clear, reasonable, and consistent age appropriate rules and expectations for children. -Guide children to positive problem solving. -Supervise and guide at all times in order to ensure the potential need to discipline. -Staff will respect and acknowledge children's feelings by listening, praising and providing guidance.	Teachers Assistant Teacher Disability Aides Substitutes	Center Managers Executive Team	July 2012 to May 2013	Daily Schedule Curriculum Progress Notes Classroom rules Discipline and Guidance Policy

PERFORMANCE STANDARD: 1304.52 (h) (2) (3)

GOAL: The Hidalgo County Head Start Program will ensure that all staff, consultants and volunteers abide by the program's standards of conduct.

OBJECTIVE: (2) To ensure that employees engage appropriately with contracts and financial awards and will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that employees conduct to the highest standards of conduct when handling any contracts and other Financial awards that are defined as "significant monetary value."	Administrative Assistant	Administrative Assistant	Yearly	Standards of Conduct (Statement of Ethical Conduct and Behavior) Statement of Ethical Conduct and Behavior Ethics Policy

PERFORMANCE STANDARD: 1304.52 (h) (2) (3)

GOAL: The Hidalgo County Head Start Program will ensure that all staff, consultants and volunteers abide by the program's standards of conduct.

OBJECTIVE: (3) To ensure that all staff, consultants and volunteers are accountable for meeting the agency's standards of conduct.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that the personnel policies and procedures include provisions for appropriate penalties for violating the standards of conduct. Misconduct and/or breach of the standards of conduct will be grounds for disciplinary action, which may include dismissal in accordance to the Hidalgo County Civil Service Rules and policies.	Executive Director	Administrative Assistant	Ongoing	Civil Service Personnel Policies and Procedures Personnel File Standards of Conduct Policy Form

PERFORMANCE STANDARD: 1304.52 (i)

GOAL: The Hidalgo County Head Start Program will ensure to perform performance evaluations on all staff.

OBJECTIVE: To identify training and professional development needs.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Program will ensure that all staff members upon employment receive Performance Review forms to identify staff training and professional development. Staff will be evaluated in the following manner: During a six month probationary period of employment, employees are evaluated once a month; thereafter, once a year.	Administrative Assistant	Personnel Officer	Upon employment, (6months probationary) and once a year Annually-May.	Employee Performance Review Form Personnel File
Employee Performance Review form will be revised.	Administrative Assistant	Personnel Officer	School Program Year 2012-2013; thereafter, as deemed necessary	Employee Performance Review Form
Training recommendations for professional growth are provided to the Staff Development Director for professional development planning and training.	Education Area Directors	Executive Team	Annually	Training Agendas

PERFORMANCE STANDARD: 1304.52 (j) (1)

GOAL: The Hidalgo County Head Start Program will ensure that all staff have an initial examination that includes screening for tuberculosis and a periodic re-examination.

OBJECTIVE: (j) (1) To ensure a safe and healthy environment for children and staff.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will assure that each staff member has an initial health examination (that includes screening for tuberculosis) to assure that they are free of a communicable disease and do not pose a significant risk to the health and safety of others. This will be accomplished as follow: -Upon employment, the employee will have thirty (30) working days to have an initial health appraisal by his/her physician; thereafter, screened every three (3) years (includes tuberculosis screening). The tuberculosis questionnaire will be implemented annually. -Bus Drivers (CDL): Once hired, the bus driver must submit a health appraisal and Medical Examiner Certificate (Required by DOT); thereafter, screened every two (2) years (includes tuberculosis screening). Bus drivers will not drive the bus until the health appraisal and Medical Certificate is received at the Personnel Department. -Employees will be given a 2nd and 3rd notice to comply with the Health Examination Requirements. -On the 3rd notice, employees will be given five (5) working days, to comply with the Health Examination Requirements. -After five (5) working days employees will be subject to disciplinary action constituting leave without pay until the health appraisal is provided. Reference to Civil Service Policy Standards of conduct.	Administrative Assistant	Personnel Officer	Ongoing	Health Appraisal Tuberculosis Form Medical Certificate Confidential Files

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (j) (2)

GOAL: The Hidalgo County Head Start Program will ensure that volunteers who volunteer on regular basis will be screened for tuberculosis.

OBJECTIVE: (j) (2) To ensure a safe healthy environment for children and staff.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that all volunteers participating on a daily basis will be screened for tuberculosis in accordance to state, tribal, and local laws. This will be accomplished as follow: TB Screening at the initial parent/volunteer training; and thereafter, whenever necessary.	Family Service Director Center Manager	Center Manager	Ongoing	Volunteer File

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (j) (3)

GOAL: The Hidalgo County Head Start Program will ensure that all staff receives mental health and wellness information with concerns that may affect their job performance

OBJECTIVE: To ensure that the complexity of challenges in caring for children and families will not generate problems of "burnout" to staff.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that mental health and wellness information is available to staff with concerns that may affect their job performance. This will be accomplished by: Providing information on job related stress, mental health and wellness training. Sponsor mental wellness programs such as exercise groups or staff support groups. Make confidential referrals to community agencies such as mental health centers and/or alcohol and drug counseling centers.	Health Services Director	Health Services Director	Ongoing	Training Agendas Referrals

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (k) (1) - (3)

GOAL: The Hidalgo County Head Start Program will ensure that orientation to all new staff, consultants and volunteers includes the goals and underlying philosophy of Head Start and the ways the program is implemented.

OBJECTIVE: (1) To assist staff, volunteers and consultants in acquiring or increasing the knowledge and skills required to fulfill their job responsibilities.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that staff, new employees, volunteers and consultants receive orientation at a minimum on the goals and underlying philosophy of Head Start and the ways in which they are implemented by the program:	Administrative Assistant Staff Development Director	Staff Development Director	Ongoing	Orientation Agendas
All volunteers will receive orientation training on the goals and philosophy of Head Start through the Parent Volunteer and Fatherhood Conferences.	Family Service Director Health Services Director	Family Service Director Health Services Director	August 2012 to February 2013	Agendas

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (k) (1) -(3)

GOAL: The Hidalgo County Head Start Program will establish and implement a structured approach to staff training and development, with a designed purpose to help build

relationships among staff and to assist staff in acquiring or increasing the knowledge and skills needed to fulfill their job responsibilities.

OBJECTIVE: (2) To maintain program excellence by having well trained qualified staff.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that all staff is provided with trainings in all facets of the program during pre-service and throughout the year. In addition, academic trainings will be available to all interested staff and parent volunteers.	Executive Director Staff Development Director Executive Team	Staff Development Director	Ongoing	Staff Development files Training Calendars Agendas

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (k) (1) - (3)

GOAL: The program will implement a training system that will include on-going opportunities for staff to gain knowledge and skills necessary to implement the Head

Start Performance Standards.

OBJECTIVE: (3) A creative process for training staff which will meet the goals of each employee will be implemented.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program ensures a comprehensive form of staff development for staff to acquire knowledge and skills about the program's performance standards and advancement into their academics formal education through college course work. This is accomplished by: -Staff orientation designed for the program's goals, performance standards, and Personnel Policies. -Pre-Service and ongoing training through the year. -Individualized training and technical assistance at work site. -Academic college course training -Educational Leave -Paid Tuition -Increase in Salaries	Staff Development Director	Staff Development Director	Ongoing	Training Calendar Staff Development Files Agendas

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52. (K) (3) (i) & (ii)

GOAL: The Hidalgo County Head Start Program will ensure that a method for identifying child abuse and neglect that comply with applicable state and local laws is in place.

OBJECTIVE: (3) (1) To support staff who have ongoing relationship with families facing issues concerning identifying and reporting suspected child abuse and neglect.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will provide staff with the policies and guidelines on how to identify and report suspected child abuse and neglect. Staff will sign on a yearly basis, a statement of acknowledgment on how to identify and report suspected child abuse and neglect.	Health Services Director Administrative Assistant	H.S. Personnel Officer	Ongoing	Policy on Suspected Child Abuse and Neglect Acknowledg-ment document

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52. (K) (3) (i) & (ii)

GOAL: The Program will ensure that a plan to transition child and family to and from Head Start is in place.

OBJECTIVE: 3 (ii) To have a method that supports a successful transition for families and children.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Staff will implement activities on transitions from home to program and from program to public entities such as school and private day care. Staff will assist families and children with the transition. Assist parents in advocating for their children in the school system and exercising their rights and responsibilities concerning their child's education. Maintain an ongoing communication and cooperation with schools and other child care settings. A written plan on how to transition children with disabilities will be put into place.	Transition, Literacy and Community Partnership Director Center Managers Family Service Director Special Service Director	Transition Literacy and Community Partnership Director	Ongoing	Schedule Plan Lesson Plan File

HIDALGO COUNTY HEAD START PROGRAM
PROGRAM DESIGN AND MANAGEMENT PLAN
SECTION: HUMAN RESOURCE MANAGEMENT
2012-2013

PERFORMANCE STANDARD: 1304.52 (k) (4)

GOAL: The Hidalgo County Head Start Program will provide training or orientation to the Head Start governing body and Policy Council and policy members to carry out their program governance responsibilities effectively.

OBJECTIVE: To inform the governing body and Policy Council members about the Head Start program and the knowledge and skills needed to carry out their program governance responsibilities effectively.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The program will ensure that the governing body, policy council and policy committees are adequately trained with the program's oversight responsibilities. Trainings will be addressed in the following areas: The Program's history, mission statement, and organizational structure. The roles and responsibilities of governing, organizing, and operating the program. The goals, underlying philosophy, and performance standards of Head Start.	Executive Director Family Service Director	Executive Director	July 2012 to May 2013	Training Calendar Training Agendas Conferences (local, state, regional and national)

Mental Health Plan

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of the Mental Health Services 2012-2013 Program Plan

RATIONALE/NEED: The Mental Health Services Program Plan must be approved annually to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Mental Health Services Program Plan

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INITIATED BY: Lupita Valdez, Health Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES PROGRAM PLAN 2012-2013

Mental Health Advisory Committee Approval: 05.01.12
Policy Council Approval: 05.16.12
Commissioners' Court Approval:

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.24 (a) (1)

GOAL: ***Hidalgo County Head Start Program*** will ensure that the grantee and delegate agencies coordinate and collaborate with parents (see 45 CFR 1304.40(f) for issues related to parent education.

OBJECTIVE: Provide educational opportunities for parents to discuss any concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will obtain information child's mental health thru the status following activities: • enrollment • home visits • parent/staff conference • parent partnership agreements • Parent Interview Assessment for children with challenging behaviors • Parent meetings • Daily informal contact (such as dropping or picking their child up from the center) • Health records • Orientation meeting (Parents Handbook on Mental Health Services for 2012-2013 issued at this meeting)	Classroom Staff Case Manager to include: Center Manager Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Home visit report Child's health records Family Partnership Agreement Parent Interview Assessment Parents Handbook

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.24 (a) (1) (i)

GOAL: ***Hidalgo County Head Start Program*** together with parent will obtain information, observations, and concerns about their child's mental health.

OBJECTIVE: Provide opportunities for parents to discuss any concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will obtain information child's mental health status thru the following activities: • enrollment • home visits • parent/staff conference • parent partnership agreements • Parent Interview Assessment for children with challenging behaviors • Parent meetings • Daily informal contact (such as dropping or picking their child up from the center) • Health records • Orientation meeting (Parents Handbook on Mental Health Services for 2012-2013 issued at this meeting)	Classroom Staff Case Manager to include: Center Manager Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Home visit report Child's health records Family Partnership Agreement Parent Interview Assessment Parents Handbook

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.24(a)(1)(ii)

GOAL: ***Hidalgo County Head Start Program*** will share staff observations of their child's behavior and development, including separation and attachment issues with the parent/legal guardian**.**

OBJECTIVE: Provide opportunities for parents to discuss information and concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The results of all screens, assessments and other reports are discussed with parents or guardians during home visits. This includes results and all findings. Screenings, assessments and other reports discussed with parents are the following: • Devereux Early Childhood Assessment (DECA) • Learning Assessment Profile Diagnostic (LAP-D) • Speech Screener • Classroom observations by Mental Health Professional • Behavior observations by staff • Behavior plans	Classroom Staff Case Manager to include: Center Manager Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Classroom Observations by Teachers and Mental Health Professionals Home visit reports Behavior plans Devereux Early Childhood Assessment (DECA) Learning Assessment Profile Diagnostic (LAPD) Speech Screeners

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.24(a)(1)(iii)

GOAL: ***Hidalgo County Head Start Program*** will discuss, identify, and communicate with parents appropriate responses to their child's behavior.

OBJECTIVE: Provide opportunities to solicit and discuss with parents, information and concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parent orientation meeting held at the start of the school year gives the opportunities for Mental Health Services Parent Handbook to be given out 2012-2013. The handbook explains: • Social and emotional development • Mental health process • Mental health resources 2. Staff model and demonstrate appropriate social skills in the classroom and explain to parents the use of positive methods of child guidance. Positive guidance taught to children through the Kindness curriculum and Positive Behavior Support training. • Respect of others • Sharing • Conflict resolutions • Love • Taking turns • Friendship skills	Classroom Staff Case Manager to include: Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Parents Handbook on Mental Health Services 2012-2013 HCHSP newsletter Lessons plans Education calendar with activities scheduled for each month Kindness curriculum Pre-Service sign-ins for Positive Behavior Support Parent meetings

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.24(a)(1)(iv)

GOAL: ***Hidalgo County Head Start Program*** will work collaboratively with parents and discuss how to strengthen nurturing, supportive environments and relationships in the home and program.

OBJECTIVE: To encourage and support social and emotional development of each child.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parents are included in the curriculum planning for the Program and in developing activities for the classroom including the social/emotional area of the lesson plans. 2. Parent/staff conference allows the opportunity to develop Individualized Positive Guidance plan for children with challenging behaviors. Staff encourages parents to use preventative strategies to strengthen relationships in the home and classroom environments. These strategies are written on the Individualized Positive Guidance plan and a copy is given to the parent. 3. Training is provided to parents through workshops, conferences, parent meetings and through the use of community resources to help them better understand how to strengthen supportive environments and relationships in the home and program.	Classroom Staff Case Manager to include: Support Services Staff Education Area Director Family Services Director Health Services Director Special Services Director	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May or as needed.	Weekly lesson plans Health Services Advisory Individualized Positive Guidance Plan Parent Training Agendas Parent Meeting Agendas

PERFORMANCE STANDARD: 1304.24(a)(1)(v)

GOAL: ***Hidalgo County Head Start Program*** will work in helping parents to better understand mental health issues.

OBJECTIVE: Provide opportunities for parents to discuss concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parents will provide training in child rearing practices and parenting skills through the use of "Exploring Parenting" curriculum and other community resources such as Mental Health Professionals available to the program. 2. Mental Health Professionals will offer guidance to parents to help understand mental health issues through trainings and center visits to provide services. 3. The mental health section of the Hidalgo County Head Start program quarterly newsletter will have articles related to healthy social/emotional development of children. Parents are issued newsletters on a quarterly basis.	Classroom Staff Case Manager to include: Support Services Staff Family Services Director Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May or as needed	Parent sign-ins and agendas Individual mental health progress notes on children receiving services HCHSP newsletter

PERFORMANCE STANDARD: 1304.24(a)(1)(vi)

GOAL: ***Hidalgo County Head Start Program*** will work in supporting parents' participation in any needed mental health interventions.

OBJECTIVE: Provide opportunities for parents to discuss concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parents are sent staffing notices to discuss child's behavior in the classroom. A team approach is utilized to develop an individualized positive guidance plan. Parents, staff, and Mental Health Providers work together to develop a behavior plan. 2. Staff will inform parents about how the program protects the confidentiality of the information they choose to share with the Parent Interview Assessment form. This form is completed prior to the development of the Individualized Positive Guidance Plan. 3. During staffing held to develop Individualized Positive Guidance plans parents are informed of local mental health providers. If parents need assistance with transportation or ways to pay for mental health services support services staff provide the resources as needed.	Support Services Staff Case Manager to include: Center Manager Education Area Director Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Staffing notice Individualized Positive Guidance Plan Parent Interview Assessment form

PERFORMANCE STANDARD: 1304.24(a)(2)

GOAL: ***Hidalgo County Head Start Program*** must secure the services of mental health professionals on a schedule of sufficient frequency to enable the timely and effective identification in family and staff concerns about a child's mental health.

OBJECTIVE: Provide opportunities for staff and parents to discuss concerns of a child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Mental Health Professionals will submit schedules of classroom observations in a timely manner. Classroom observations are done twice a year and or as needed.	Case Manager to include: Mental Health Providers Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Schedules on classroom observations by Mental Health Providers

PERFORMANCE STANDARD: 1304.24(a)(3)

GOAL: ***Hidalgo County Head Start Program*** ensures the mental health program services include a regular schedule of on-site mental health consultation involving the mental health professional, program staff, and parents.

OBJECTIVE: To provide opportunities for parents to discuss information and concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Mental health providers submit schedules to the Program of regular on site visits and consultations available to children, parents and staff. 2. Parents are provided training in childrearing practices and parenting skills through "Exploring Parenting" curriculum.	Case Manager to include: Mental Health Providers Center Managers Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Family Services Director Health Services Director Health Nurse	August thru May	Mental Health Provider Schedules Parent agendas and sign-ins for Exploring Parenting

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.24(a)(3)(i)

GOAL: ***Hidalgo County Head Start Program*** will design and implement program practices responsive to the identified behavioral and mental health concerns of an individual child or group of children.

OBJECTIVE: Provide opportunities for staff and parents to learn healthy social and emotional development.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Pre-service training is provided to staff on how to assess the strengths and needs and plan appropriate activities based on the following assessments/screenings: • The Devereux Early Childhood Assessment (DECA) • Learning Assessment Profile Diagnostic (LAP-D) • Speech screener 2. All staff is trained in Positive Behavior Support. This training offers staff positive techniques to respond to a child's behavior. 3. Staffing /meetings are held with parents and staff on supporting children who have been identified as needing special help. 4. Parents attend trainings, meetings, conferences, workshops to learn to help their children practice skills and encourage mentally healthy development.	Case Manager to include: Mental Health Services Coordinator Disability Services Director Education Area Director Family Services Director Health Services Director	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Pre-Service Training Agendas/Sign-ins Orientation for new staff sign-ins and agendas Staffing notices, IEP Individualized Positive Guidance Plan Mental Health Tracking Records Fatherhood/Healthy Marriages Conference Agenda and sign-ins

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.24(a)(3)(ii)

GOAL: ***Hidalgo County Head Start Program*** will promote children's mental wellness by providing group, individual staff and parent education on mental health issues.

OBJECTIVE: Provide opportunities for parents and staff to be supportive of children's mental wellness.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parent group meetings in the month of February focused on mental wellness. Mental health professionals and other community speakers present at these parent meetings. 2. Parents are provided training in childrearing practices and parenting skills through "Exploring Parenting" curriculum. 3. The monthly schedule of visits submitted to the Program by the mental health professionals allows opportunities for parents and staff to speak to them.	Case Manager to include: Center Managers Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Parent sign-ins and agendas Mental Health provider schedules

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2012-2013

PERFORMANCE STANDARD: 1304.24(a)(3)(iii)

GOAL: ***Hidalgo County Head Start Program*** will assist in providing special help for children with atypical behavior or development.

OBJECTIVE: Provide opportunities for parents to discuss concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Mental health professionals will provide services to children with atypical behavior. This is done during the time Mental Health Providers visit centers and meet with parents of children with atypical or challenging behaviors.	Case Manager to include: Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Health Services Director Health Nurse	August thru May	Schedule of visits by Mental Health Professionals Progress reports

PERFORMANCE STANDARD: 1304.24(a)(3)(iv)

GOAL: ***Hidalgo County Head Start Program*** will utilize other community mental health resources, as needed.

OBJECTIVE: Provide opportunities for parents to discuss concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Mental health professionals will provide services to children with atypical behavior. This is done during the time Mental Health Providers visit centers and meet with parents of children with atypical or challenging behaviors.	Case Manager to include: Support Services Staff Mental Health Services Coordinator	Mental Health Services Director Health Services Director Health Nurse	August thru May	Schedule of visits by Mental Health Professionals Progress reports

Special Services Plan

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of the Special Services 2012-2013 Program Plan

RATIONALE/NEED: The Special Services Program Plan must be approved annually comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Program Plan

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INITIATED BY: Connie Horta, Special Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117 EDINBURG, TEXAS 785117 PHONE (956) 383-0706 FAX (956) 380-4146

Special Services Program Plan
2012-2013

Connie Horta, Special Services Director

Special Services Committee Approval: 05.01.12
Policy Council Approval: 05.16.12
Commissioners' Court Approval:

NARRATIVE

Hidalgo County Head Start/Early Head Start Program believes that the early years of life are critical for learning and growth. It is during this time that children's cognitive, language, social and emotional development can be most influenced. If special needs are recognized and met during these years, children with disabilities will have an opportunity to reach their full potential and become independent adults.

Hidalgo County Head Start/Early Head Start Program believes that children with disabilities benefit from inclusion in a regular preschool setting. The benefits of inclusion are enhanced by teachers who are able to adapt their teaching techniques and activities. In an inclusive preschool program, children with disabilities will truly have a "Head Start" in achieving their fullest potential.

The Americans with Disabilities Act (ADA) and the Individuals with Disabilities Education Act (IDEA) support the right of young children with disabilities to participate in natural environments such as Hidalgo County Head Start/Early Head Start Program that serve young children without disabilities.

Young children with disabilities require a variety of services to ensure that their developmental needs are appropriately addressed. Hidalgo County Head Start/Early Head start Program believes that appropriate intervention includes addressing the needs of the entire family and that parents need to be actively involved with every phase of their child's program. In order to provide these comprehensive services, integration and collaboration between content areas within the agency and among other community resource agencies are essential.

At Hidalgo County Head Start/Early Head Start Program, the overall purpose of the special services effort is to ensure that children with suspected or diagnosed disabilities receive comprehensive services and are included in the full range of activities within the child development program. This effort will continue, though there have been some changes in the identification process of children with disabilities:

The Head Start Act of 2007 changed the identification process which Head Start programs must follow for identifying and serving children with disabilities. Beginning fiscal year 2009 "not less than 10 Percent of the total number of children actually enrolled by each Head Start agency will be children with disabilities who are determined to be eligible for special education and related services, or Early Intervention Services (ECI) by the state or a local agency providing services under section 619 or Part C of the Individuals with Disabilities Education Act (IDEA)." This change is simply stating that now children receiving special services from the private rehabilitation providers will no longer be counted towards our 10%. The only children that will be counted towards the 10% are those children that are referred to the Special Education Department of the local school district and are evaluated and qualified for services. The school district will provide the services to these children through their Individual Education Plan (IEP). The Hidalgo County Head Start Program will continue to provide services through the private rehabilitation providers to our children in need of such services whether we can count them towards our 10% or not. These children will still continue to have a plan with Individual Goals and Objectives (IGO's) and the teachers will also continue to reflect those objectives in their weekly lesson plans and reinforce those objectives through appropriate activities in the classroom. This plan will no longer be addressed as an IEP, but rather as Individual Goals and Objectives (IGO's). The school districts will continue the use of IEP's as it is appropriate by the federal law IDEA. Services will continue even more so now since the school districts are now implementing Recognition & Response (R&R) Response To Intervention (RTI). RTI is a system of intervention that allows children opportunity for intervention prior to being referred to special education for evaluation. Therefore, in striving to meet the overall purpose of the Hidalgo County Head Start/Early Head Start Program Special Services effort we are committed to the following major goals:

- Recruiting and enrolling a minimum of 10% (IDEA eligible) of the total funded enrollment slots which are to be made available for children with disabilities with particular emphasis on providing enrollment opportunities to children with more significant disabilities.
- Providing support to assist parents in the acceptance of, and learning about, their child's special needs.
- Establishing a collaborative effort between Hidalgo County Head Start/Early Head Start Program and other agencies and organizations serving children with disabilities to identify and to facilitate a continuity of services necessary to meet the child's developmental needs.
- Promoting content area coordination to ensure the delivery of comprehensive program services for every Hidalgo County Head Start/Early Head Start Program child with a disability and their families.
- Enhancing Hidalgo County Head Start/Early Head Start Program staff's understanding of disabilities related issues through a proactive staff development program.

Hidalgo County Head Start/Early Head Start Program is located in a primarily rural community with a significant Hispanic, Spanish speaking population. Hidalgo County Head Start is funded to serve 3690 children ages 3-5 in the 2012-2013 program year; a minimum of 10% of the total funded enrollment slots are to be made available for children with disabilities. A Special Services Director and three (3) staff are designated to implement the Special Services Plan. An eight (8) member Special Services Advisory Committee is organized to provide input into the development and implementation of the Special Services Plan. A parent from each of five (5) of the service areas is selected to serve on the Advisory Committee. Three (3) community representatives are also selected. The Special Services Advisory Committee membership is presented to the Health Advisory Committee for approval and ultimately to the Policy Council.

In an attempt to provide services collaboratively, Hidalgo County Head Start/Early Head Start Program has signed agreements with Local Education Agencies (LEA's), Early Childhood Intervention Program's (ECI's), Child Find and Community Resources Agencies, and other independent special services provider agencies to provide evaluations, related services and direct services if necessary.

HIDALGO COUNTY HEAD START PROGRAM

Special Services

ACRONYMS

IEP- Individual Education Plan (for children age 3 and over)

IFSP- Individual Family Service Plan (for ages 0-3)

IDEA- Individuals with Disabilities Education Act

ADA- Americans with Disabilities Act

LEA- Local Education Agency

ECI- Early Childhood Intervention (Serve Children 0-3)

T/TA- Training and Technical Assistance

FPA- Family Partnership Agreement

ARD- Admission, Review and Dismissal

SSI- Supplemental Security Income

HS- Head Start

SLP- Speech Language Pathologist

HR- Human Resources

TEA- Texas Education Agency

RFQ- Request for Qualifications

PSA- Public Service Announcement

ESC- Education Service Center

LAP-D- Learning Accomplishment Profile Diagnostic

DECA- Deveraux Early Childhood Assessment

HIPAA- Health Insurance Portability Accountability Act

FIE- Full Individual Evaluation

PPCD- Pre-School Program for Children with Disabilities

EPSDT- Early Periodic Screening Development Test

RTI- Response To Intervention

R&R- Recognition and Response

IGO- Individual Goals and Objectives

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: 45 CFR Part 1308.4, 1308.4(a) (b)

GOAL: The Hidalgo County Head Start /Early Head Start Program will develop a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

OBJECTIVES: The purpose of the disability plan is to assure that all content areas of Head Start are appropriately involved in the integration of children with disabilities and their families and that resources are used efficiently.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The Head Start /Early Head Start Program will insure that a minimum of 10% of the total funded enrollment slots are made available for children who are evaluated and diagnosed with disabilities and who meet the Head Start eligibility criteria. The Head Start Program will coordinate and collaborate with LEAs to ensure evaluation and diagnosis and with other rehabilitation agencies to provide services to children in the least restrictive environment in accordance with the Individual Education Plan (IEP) or Individual Family Services Plan (IFSP). (con't on pg. 2)	Special Services Director Center Manager Teacher Support Services Staff	Executive Director Early Head Start Director Special Services Director Family Services Director	Ongoing	-Child Application -Enrollment Roster -IEP's on file -IFSP on file -ECI transition meetings - referrals -Community Assessment -PIR

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: 45 CFR Part 1308.4, 1308.4(a) (b)

GOAL: The Hidalgo County Head Start /Early Head Start Program will develop a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

OBJECTIVES: The purpose of the Special Services Plan is to assure that all content areas of Head Start are appropriately involved in the integration of children with disabilities and their families and that resources are used efficiently.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The Head Start Act of 2007, states children receiving medical services from private rehabilitation providers will no longer be counted towards the 10%. Services will continue with the private providers, but only children evaluated and diagnosed by LEA will be counted towards the 10%. 2. The plan is updated annually and presented to Policy Council for approval. The Special Services Advisory Committee provides input, allowing for parent and family engagement.	Special Services Director Special Services Advisory Committee	Executive Director Early Head Start Director Special Services Director Policy Council	May 2012	-Plan accessible to staff/parents -Access to copy in Head Start Centers

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: CFR Part 1308.4(c) (d) (e) (f), Related Standards 1304.51(a), 1304.41(a) (2) (iv) (viii), 1304.51(g)

GOAL: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP /IFSP are provided.

OBJECTIVES: To assure departmental area coordination in the provision of services to children with disabilities and their families. To link children with disabilities and their families to community resources available to provide special education and related services. Make needed adaptations for small and large group activities to help the child benefit fully from the program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Maintain open communication with all content areas regarding services being provided or required for children with disabilities and their families. A link and referral system is maintained in order to assist families in receiving services. Needs will also be identified through use of Family Partnership Agreement (F.P.A.)	Special Services Director Support Services Staff Center Manager	Special Services Director Family Services Director Support Services Staff Center Manager	Ongoing	-FPA on file -Child's disability reflected on FPA
2. A community resource directory will be provided to families in order to ensure maximum use of the local resources. LEA Special Education Department will be included. 3. A Social Services Network Meeting will be hosted by Head Start and local agencies will present an overview of their services.	Special Services Director Family Services Director Support Services Staff Center Manager Transition/Community Partnership Director	Special Services Director Family Services Director Support Services Staff Center Manager	Ongoing	-Resource Directory on file -Sign in agenda of network meeting -Agreements on file

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: CFR Part 1308.4(c) (d) (e) (f), Related Standards 1304.51(a), 1304.41(a) (2) (iv) (viii), 1304.51(g)

GOAL: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP /IFSP are provided.

OBJECTIVES: To assure departmental area coordination in the provision of services to children with disabilities and their families. To link children with disabilities and their families to community resources available to provide special education and related services. Make needed adaptations for small and large group activities to help the child benefit fully from the program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
4. Accommodations for children with disabilities will include assigning volunteers, and/or disability classroom aide to provide extra instruction in small and large group activities; provide adequate special utensils, materials, equipment, facility accessibility, and anything else required by the child as per IEP. Provide Assistive Technology as required by the child's IEP. Assure facility accessibility for any individual with a disability.	Special Services Director Support Services Staff Center Manager Field Operation Director	Special Services Director Family Services Director Support Services Staff Center Manager	Ongoing	-All forms and progress reports on file. -Ongoing monitoring -Requisitions and PO's on special material purchases

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: 45 CFR Part 1308.4(g), Related Standards 1304.40(h) (1-4)

GOAL: The Hidalgo County Head Start/Early Head Start Program will ensure the smooth joint transition training and planning of children with disabilities into Head Start and from Head Start to the next placement.

OBJECTIVES: In collaboration with Early Childhood Intervention (ECI), and LEA's, transition 3 year old Head Start eligible children with disabilities into Head Start. In collaboration with LEA's, transition children exiting Head Start into the public school. Provide parents and staff with information and training on transition issues and process.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Maintain coordination and collaboration with all ECI agencies and LEA's through use of faxes, e-mail, telephone, mailings, ARD meetings to ensure a smooth joint transition training and planning on children with possible disabilities to enroll in Head Start.	Transition Specialist (ECI) Special Services Director Transition Director	Special Services Director Support Services Staff Center Manager	Ongoing	-Documentation on file -Ongoing monitoring -ECI Notice of Transition Meeting -Transition paperwork
2. Maintain documentation on ECI transition meetings attended by Transition Director/ Support Services Staff.	Special Services Director Transition Director Support Service Staff	Special Services Director Support Services Staff	Ongoing	
3. Maintain coordination and collaboration with LEA's regarding 3 & 4 year old Head Start eligible children with disabilities who may benefit from dual enrollment placement. Secure documentation on any type of communication.	Special Services Director Support Services Staff Center Manager	Special Services Director	Ongoing	-Ongoing monitoring -ARD minutes on file -Community Assessment

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: 45 CFR Part 1308.4(g), Related Standards 1304.40(h)(1-4)

GOAL: The Hidalgo County Head Start/Early Head Start Program will ensure the smooth joint transition training and planning of children with disabilities into Head Start and from Head Start to the next placement.

OBJECTIVES: In collaboration with Early Childhood Intervention (ECI) and LEA's, transition 3 year old Head Start eligible children with disabilities into Head Start. In collaboration with LEA's, transition children exiting Head Start into the public school. Provide parents and staff with information and training on transition issues and process.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
4. Provide all LEA Special Education Departments with a list of children with disabilities exiting Head Start and enrolling in public school.	Special Services Director Support Services Staff Center Manager	Transition Director Special Services Director	May 2012	-Transition List to Sp. Ed. Dept.
5. Schedule training workshops or meetings in conjunction with LEA's, Region One ESC and ECI agencies to provide parents and Head Start Staff with information on joint transition training planning and what procedures to follow.	Transition Director Special Services Director Support Services Staff Center Manager	Special Services Director Transition Director	Ongoing	-Transition meeting agenda and sign-in on file.
6. Provide transition letter to parents with information on Special Education contacts to ensure a smooth joint transition training and planning for their children with special needs.	Transition Director Support Services Staff Center Manager	Special Services Director Transition Director	May 2012	-Parent transition letter on file.
7. Attend Parent Committee Meetings and educate parents on joint transition training and planning for parents of children with disabilities transitioning to LEA.	Transition Director Special Services Director Support Services Staff LEA Special Education Staff	Special Services Director Transition Director Center Manager	April-May 2012	-Agenda Meeting sign-ins -Notice of meeting

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: 45 CFR Part 1308.4(h) (1-7)

GOAL: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all children enrolled in Head Start/Early Head Start and ensure that all services on the IEP/IFSP are provided.

OBJECTIVES: Arrange for, provide, or procure services which may include, but are not limited to special education and related services (audiology, physical and occupational therapy, speech therapy, psychological services, transportation and assistive technology).

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. In conjunction with Family Services and other content areas, a Link and Refer Families system will be utilized in order to assure that needed services, to include special education and related services are addressed and delivered in a timely manner. Referrals to LEA will be initiated accordingly allowing for RTI. A copy of the Hidalgo County Head Start Program R&R /RTI will be maintained in children's file.	Special Services Director Mental Health Director Family Services Director Support Services Staff Center Manager	Family Services Director Support Services Staff Center Manager Special Services Director Mental Health Director Special Services Staff	Ongoing	-R&R/RTI Form -Referral log -Follow-up -Progress reports - Self-Assessment -Ongoing monitoring
2. In conjunction with HS Education content area, secure lists from center managers on any children who failed the speech screening instrument for follow-up purposes in an attempt to avoid missing any child in need of further evaluation.	Support Service Staff Center Manager Education Area Director	Support Services Staff Center Manager Special Services Director Education Area Director	Ongoing	-Speech Screener -Child Assessment Screening Record -Ongoing monitoring

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: 45 CFR Part 1308.4(i) (j) (1-5) (iii)

GOAL: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP/IFSP are provided.

OBJECTIVES: Arrange for options with LEA to meet the needs of each child to include joint placement, shared services, or shared personnel and strategies to ensure that special needs are met.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Dual enroll children with LEA or other service provider as needed. Share disability classroom assistant with LEA if needed/or as per IEP.	Special Services Director Support Services Staff Center Manager Teacher	Special Services Director Education Area Director Special Services Staff	Ongoing	-Progress reports -ARD minutes -On-going Monitoring -Observation notes
2. Strategies to be used to ensure that special needs are met include using substitutes, volunteers, and disability service aides who provide extra instruction and assistance for children with disabilities. Also utilize special equipment/materials/transportation/sign language interpreters etc.	Special Services Director Education Area Director Teacher Support Services Staff Center Manager	Special Services Director Education Area Director Special Services Staff	Ongoing	-Monthly follow-up/ notes -Progress notes -Ongoing monitoring

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD: CFR Part 1308.4(k), Related Standards 1304.52(d) (7)

GOAL: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP/IFSP are provided.

OBJECTIVES: To assure that special education and related services are provided by or under the supervision of personnel meeting state qualifications.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. All LEA Special Education Staff are certified through the Texas Education Agency (TEA) or meet state licensure qualifications. LEA's require copies of such documents on file for each staff.	Special Services Director Special Education Director (LEA)	Special Services Director	Ongoing	-Certification/ licensure on file with LEA -Interagency Agreement
2. All Contracted Special Services Providers are certified/licensed to meet state licensure requirements. Copies on file as per RFQ.	Special Services Director Procurement Director Contracted Provider	Special Services Director Special Services Staff	Ongoing	-Contracted provider certification on file -Ongoing monitoring
3. Request for Qualifications (RFQ) on file for contracted providers.	Special Services Director Procurement Director	Special Services Director Special Services Staff	April -August 2012	-RFQ information on file -Ongoing monitoring Self-Assessment

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PERFORMANCE STANDARD: CFR Part 1308.4(l), (1-7)

GOAL: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP/IFSP are provided.

OBJECTIVES: Inter-agency agreements will be developed to address, Child Find, joint staff and parent education program, link and refer families, IEP meetings, placement, joint transition training and planning, resource sharing, December 1 child count, and any other jointly agreed upon item.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Inter-agency agreements will be secured with LEA and other agencies to provide services for children with disabilities and families.	Special Services Director Transition/Community Partnership Director	Special Services Director	May-August 2012	-Agreements on file -PIR
2. Attend Child Find meetings, workshops, fairs. Special Services Director and Disability Coordinator will participate on Child Find Advisory Committee with Region One ESC.	Special Services Director Support Service Staff Center Manager	Special Services Director Special Services Staff	As scheduled by LEA's and Region One	-Agendas information on file
3. Coordinate and collaborate in resource sharing and joint training with LEA.	Special Services Director	Support Services Staff Center Manager Special Services Director Special Services Staff	Ongoing	-Network meetings -Agendas
4. Inter Agency Agreements will address all of the above mentioned objectives.	Special Services Director Transition/Community Partnership Director	Special Services Director	May-August 2012	-Referral packet training -Interagency Agreements -On going monitoring

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PERFORMANCE STANDARD: 45 CFR Part 1308.4(m) (n) (o) (1-7)

GOAL: The Hidalgo County Head Start /Early Head Start Program will develop a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

OBJECTIVE: The purpose of the special services plan is to assure that all content areas of Head Start are ensuring Parent and Family Engagement in the integration of children with disabilities and that resources are used efficiently. Maintain level of fiscal support to fully implement the plan and serve a minimum of 10% children with disabilities, to include severe disabilities, as diagnosed by LEA and allow for expenditures such as salaries, evaluations, therapy services, transportation, special equipment/materials T/TA, facility accessibility etc.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The Special Service budget will be prepared and reviewed by the Head Start Executive Director, Finance Director and the Special Services Director. An appropriate allotment of funds will be assigned to ensure services to the minimum of 10% children with disabilities. Non-Head Start funding such as Medicaid, health insurance, in-kind etc. will be used to the maximum feasible coverage before Head Start funds are utilized. The Community Assessment is considered when preparing the budget.	Special Services Director Assistant Program Director Finance Director	Special Services Director Finance Director Executive Director	Beginning to end of fiscal year	-Budget copy -Monthly budget reports -PIR -Community Assessment

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PERFORMANCE STANDARD: 45 CFR Part 1308.4(m) (n) (o) (1-7)

GOAL: The Hidalgo County Head Start /Early Head Start Program will develop a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

OBJECTIVE: The purpose of the special services plan is to assure that all content areas of Head Start are ensuring Parent and Family Engagement in the integration of children with disabilities and their families and that resources are used efficiently. Maintain level of fiscal support to fully implement the plan and serve a minimum of 10% children with disabilities, to include severe disabilities, as diagnosed by LEA and allow for expenditures such as salaries, evaluations, therapy services, transportation, special equipment/materials T/TA, facility accessibility etc.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
2. Allowable budget expenses include salaries for special services staff, children's evaluations and treatment, special equipment/materials, eating utensils, manipulatives, walkers, special scissors and T/TA for substitutes, travel, per diem, conference registration, consultants etc., and facility accessibility (ramps, etc.).	Special Services Director Assistant Program Director Finance Director	Special Services Director Assistant Program Director Executive Director	Ongoing	-Monthly budget reports -On-going monitoring on budget expenditures

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PERFORMANCE STANDARD: 45 CFR Part 1308.4(m) (n) (o) (1-7)

GOAL: The Hidalgo County Head Start /Early Head Start Program will develop a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

OBJECTIVE: The purpose of the special services plan is to assure that all content areas of Head Start are ensuring Parent and Family Engagement in the integration of children with disabilities and their families and that resources are used efficiently. Maintain level of fiscal support to fully implement the plan and serve a minimum of 10% children with disabilities, to include severe disabilities, as diagnosed by LEA and allow for expenditures such as salaries, evaluations, therapy services, transportation, special equipment/materials T/TA, facility accessibility etc.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Transportation is an allowable expense for those children that require transport to and from home or to therapy treatments. When transportation to treatment services can be accessed from other agencies, it should be used, otherwise, transportation will be provided	Support Services Staff Center Manager Special Services Director Transportation Coordinator	Special Services Director Special Services Staff	Ongoing	-Request for Transportation - Parent Consent -Bus route Schedules -Community Assessment -Self – Assessment -Ongoing monitoring

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PERFORMANCE STANDARD: 45 CFR Part 1308.5, (a) (b) Related Standards-1305.5 (c), 1304.41(a) (1)

GOAL: The Hidalgo County Head Start /Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities.

OBJECTIVE: To ensure a minimum of 10% of the total funded enrollment opportunities are made available to children with disabilities to include infant and toddlers. Ensure the recruitment of children with significant disabilities. Provide needed training for staff and volunteers in recruitment regarding disabilities regulations, IDEA, and ADA and Section 504. Coordinate and collaborate in the recruitment efforts with LEAs and other agencies in the Child Find process. Provide staff training by agencies that specialize in working with children with disabilities.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Contact Early Childhood Intervention (ECI) agencies, Child Find, WIC, local health clinics, private rehabilitations, public schools and any other community organizations that may have contact with families that have 0-5 year old children with disabilities and provide them with information on Head Start/Early Head Start Program.	Family Services Director Special Services Director Center Manager Teacher Support Services Staff	Special Services Director Family Services Director	Ongoing	-Flyers -Advertisement Poster -Community Assessment -Outreach letters
2. Develop and distribute Public Service Announcements (PSA's) for TV, radio, and newspaper; flyers; posters; and brochures on Head Start that include invitation for families of children 0-5 with disabilities as well as those with significant disabilities to apply.	Family Services Director Special Services Director Center Manager Support Services Staff Teacher	Family Services Director Special Services Director	Ongoing	-Child Find Posters - Recruitment documentation -Brochures -PSA'S

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PERFORMANCE STANDARD: 45 CFR Part 1308.5, (a) (b) Related Standards-1305.5 (c), 1304.41(a) (1)

GOAL: The Hidalgo County Head Start /Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities.

OBJECTIVE: To ensure a minimum of 10% of the total funded enrollment opportunities are made available to children with disabilities to include infant and toddlers. Ensure the recruitment of children with significant disabilities. Provide needed training for staff and volunteers in recruitment regarding disabilities regulations, IDEA, and ADA and Section 504. Coordinate and collaborate in the recruitment efforts with LEAs and other agencies in the Child Find process. Provide staff training by agencies that specialize in working with children with disabilities.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Participate in community Child Find efforts with LEA's, ECI's and Region I ESC Child Find Specialist for recruitment purposes.	Special Services Director Transition Director Support Services Staff Center Manager	Special Services Director Transition Director	Ongoing	-Community Assessment - Child Find meeting -LEA Child Find, flyers/ Clinics
4. Distribute Head Start Child Find brochures solely for the purpose of recruiting children with disabilities.	Special Services Director Special Services Staff Center Manager Support Services Staff All Head Start field Staff	Special Services Director Special Services Staff	Ongoing	-Community Assessment -Head Start Child Find brochures

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PERFORMANCE STANDARD: 45 CFR Part 1308.5, (a) (b) Related Standards- 1305.5 (c), 1304.41 (a) (1)

GOAL: The Hidalgo County Head Start/Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities.

OBJECTIVE: To ensure a minimum of 10% of the total funded enrollment opportunities are made available to children with disabilities to include infant and toddlers. Ensure the recruitment of children with significant disabilities. Provide needed training for staff and volunteers in recruitment regarding disabilities regulations, IDEA, and ADA and Section 504. Coordinate and collaborate in the recruitment efforts with LEAs and other agencies in the Child Find process. Provide staff training by agencies that specialize in working with children with disabilities.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
5. Provide training on the Americans with Disability Act (ADA), Section 504/ Non-discrimination policy, and Disability Laws (IDEA),45 CFR 1308) to staff, particularly those directly involved in recruitment. Provide training for bus drivers and those working with children with special needs.	Special Services Director Staff Development Director Advocacy Inc. Rep. Family Services Director	Special Services Director Staff Development Family Services Director Special Services Staff	Ongoing Ongoing	-Pre service -Training agenda's -Sign-in's -Ongoing monitoring -Recruitment training agenda
6 Provide ADA training/information to program Policy Council.	Special Services Director Support Services Staff Center Manager	Special Services Director	As needed	-Training agenda's -Brochures
7. Provide enrollment opportunity to any family requesting enrollment of a child with a disability regardless of severity.	Special Services Director Family Services Director	Family Services Director Special Services Director	Ongoing	-Copy of Application on file -Community Assessment -PIR

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PERFORMANCE STANDARD: 45 CFR Part 1308.5, (a) (b) Related Standards- 1305.5 (c), 1304.41 (a) (1)

GOAL: The Hidalgo County Head Start/Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities.

OBJECTIVE: To Ensure a minimum of 10% of the total funded enrollment opportunities are made available to children with disabilities to include infant and toddlers. Ensure the recruitment of children with significant disabilities. Provide needed training for staff and volunteers in recruitment regarding disabilities regulations, IDEA, and ADA and Section 504. Coordinate and collaborate in the recruitment efforts with LEAs and other agencies in the Child Find process. Provide staff training by agencies that specialize in working with children with disabilities.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
8. Provide specially equipped buses with lifts to transport children with physical disabilities for compliance with ADA.	Support Services Staff Center Manager Special Services Director Transportation Coordinator	Special Services Director Transportation Coordinator	Ongoing	-Transportation Plan -Ongoing monitoring

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PERFORMANCE STANDARD: 45 CFR Part 1308.5 (c) (1-4) (d) (1-5) (e) (1-3) (f), Related Standards (d) (1) (viii), 1304.53(a) (10) (xviii),1304.52(b) (1) (iii),1304.53(a) (2) (ii)

GOAL: The Hidalgo County Head Start Program/Early Head Start Program will enroll a minimum of 370, (10%) of the total funded enrollment, children with disabilities as diagnosed by LEA. Only LEA diagnosed children will be counted towards 10%.

OBJECTIVES: Will assure non-discrimination of children with disabilities in the selection process in meeting 10% provided they meet age and income requirements. After 10% enrollment is met, children will compete equally. Will observe applicable state laws regarding immunizations in enrollment process. Will ensure that no child is denied enrollment due to severity of disability, staff attitudes, facility inaccessibility, staff unfamiliarity with disabling conditions, or need for personalized services or specialized equipment. Children previously identified as having a disability must not be excluded in the recruitment process.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENT OR FORMS
1. All age appropriate children with disabilities, to include those previously identified, (regardless of severity) will be granted equal opportunity in applying for enrollment, if Head Start is the appropriate placement. Children will be placed on a waiting list after 10% is met unless slots are still available; all will compete equally; all must be age and income eligible. Exception: ECI children identified by LEA with a diagnosis will be enrolled upon turning 3 years old, if there's a slot available.	Family Services Director Special Services Director Support Services Staff Center Manager	Special Services Director Family Services Director Education Area Director	Ongoing	-Enrollment application -Waiting list -Community Assessment -PIR -ECI documentation
2. Immunization records are part of the application process and will be requested of parents. Those children in need of immunizations will have to meet such requirements before enrollment.	Health Services Director Special Services Director Support Services Staff Center Manager Parent / Teacher	Health Services Director Special Services Director Family Services Director	Ongoing	-Copy of immunization on file -Community Assessment -Ongoing monitoring

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PERFORMANCE STANDARD: 45 CFR Part 1308.5(c) (1-4) (d) (1-5) (e) (1-3) (f), Related Standards (d) (1) (viii), 1304.53 (a) (10) (xviii), 1304.52(b) (1) (iii), 1304.53 (a) (2) (ii)

GOAL: The Hidalgo County Head Start Program/Early Head Start Program will enroll a minimum of 370, (10%) of the total funded enrollment, children with disabilities as diagnosed by LEA. Only LEA diagnosed children will be counted towards 10%.

OBJECTIVES: Will assure non-discrimination of children with disabilities in the selection process in meeting 10% provided they meet age and income. After 10% enrollment is met, children will compete equally. Will observe applicable state laws regarding immunizations in enrollment process. Will ensure that no child is denied enrollment due to severity or type of disability, staff attitudes, facility inaccessibility, staff unfamiliarity with disabling conditions, and need for personalized services or specialized equipment. Children previously identified as having a disability must not be excluded in the recruitment process.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENT OR FORMS
3. Staff will be trained to become competent in working with different types of disabilities to ensure that staff attitudes and unfamiliarity with a particular disability are addressed. Facility accessibility training is accomplished at pre service annually and as needed.	Special Services Director Advocacy Inc. Rep. Disability Coordinator Staff Development Director	Special Services Director Disability Coordinator Staff Development Director	Ongoing	-Ongoing Monitoring -Training agenda -Sign-ins

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PERFORMANCE STANDARD: 45 CFR Part 1308.6, (a) (1-3) (b) (1-3) Related Standards-1304.20(b) (1), 1304.20(a) (1) (ii)

GOAL: The Hidalgo County Head Start /Early Head Start Program will identify children in need of further evaluation within forty-five (45) calendar days of enrollment after the screening/assessment process.

OBJECTIVE: To provide developmental screenings to all Head Start and Early Head Start children within forty-five (45) calendar days of enrollment in the following areas: visual/motor, language and cognition, gross motor/ body awareness including speech, hearing and vision. To coordinate screening efforts with LEA, and Child Find, when appropriate. Will maintain a record keeping system for screening process and identification of children who do not pass the screening.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Medical examinations and any and all follow ups will be performed.- Height and Weight will be obtained twice a year and blood pressure one time a year. -Visual acuity will be tested for each eye using the Visual Chart. Strabismus Testing will be performed annually. -Audiometric Testing will be performed annually -The Receptive & Expressive Language sections of the LAP-D will be used in identifying children with suspected language problems in conjunction with a speech screening tool which also screens articulation, fluency and voice for possible referral to LEA/private entity.	Special Services Director Support Services Staff Center Manager Education Area Director	Health Services Director Medical Providers Parents Special Services Director Education Area Director	-Within forty-five (45) days of enrollment and as needed -Preferably encourage parents to complete before school year begins	-On-going monitoring -Speech Screener -Student file -Health Record -LAP-D on file -Speech screening training agenda -Child Assessment/ screening record

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PERFORMANCE STANDARD: 45 CFR Part 1308.6, (a) (1-3) (b) (1-3) Related Standards-1304.20(b) (1), 1304.20(a) (1) (ii)

GOAL: The Hidalgo County Head Start /Early Head Start Program will identify children in need of further evaluation within forty-five (45) calendar days of enrollment after the screening/assessment process.

OBJECTIVE: To provide developmental screenings to all Head Start and Early Head Start children within forty-five (45) calendar days of enrollment in the following areas: visual/motor, language and cognition, gross motor/ body awareness including speech, hearing and vision. To coordinate screening efforts with LEA, and Child Find, when appropriate. Will maintain a record keeping system for screening process and identification of children who do not pass the screening.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
2. A training is provided to all teaching staff by a certified/licensed speech/language pathologist to screen children for speech impediments.	Speech Language Pathologist/Provider Teachers	Special Services Director Provider-SLP	-Pre-Service as needed	-Training Agendas -New staff orientation trainings/Sign In -Pre Service manual

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PERFORMANCE STANDARD: 45 CFR Part 1308.6(c) (d), Related Standards 1304.20(b), 1304.40(e) (3)

GOAL: The Hidalgo County Head Start/Early Head Start Program will document progress and plan program activities that are developmentally appropriate and individualized for children with disabilities.

OBJECTIVE: To collect ongoing information on child's functioning in gross and fine motor skills, perceptual discrimination, cognition, attention skills, self-help, social, receptive and expressive language. Notify parents of assessment results and provide parents with information on developmental milestones and the 11 Domains of Learning. Offer parent education programs, support group information to parents/families or groups that will teach parents how to play and interact with their children; how to discipline; how to advocate and learn more about disability, etc.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Each child will be administered a standardized health and developmental assessment screening. Also the DECA, Speech Screening tool, as well as the LAP-D, in addition to any required screening instruments for children 0-4. LEA will administer screenings as needed upon referral.	Teacher Support Services Staff Center Manager LEA Special Education	Special Services Director Health Services Director Education Area Director Mental Health Director Special Education Director	Forty-five (45) days after enrollment LEA Ongoing	-Copy of assessment screenings -Ongoing Monitoring -LEA documentation
2. Parents will be provided with brochures on disability and developmental milestones, IEP/IGO progress reports which are connected to the 11 Domains of Learning and also with six weeks progress reports.	Special Services Director Support Services Staff Center Manager Teacher	Special Services Director Education Area Director Center Manager	Ongoing	-Brochures -IEP/IGO progress reports -Six weeks progress reports

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PERFORMANCE STANDARD: 45 CFR Part 1308.6(c) (d), Related Standards 1304.20(b), 1304.40(e) (3)

GOAL: The Hidalgo County Head Start/Early Head Start Program will document progress and plan program activities that are developmentally appropriate and individualized for children with disabilities.

OBJECTIVES: To collect ongoing information on child's functioning in gross and fine motor skills, perceptual discrimination, cognition, attention skills, self-help, social, receptive and expressive language. Notify parents of assessment results and provide parents with information on developmental milestones and the11 Domains of Learning. Offer support groups/information to parents/families or groups that will teach parents how to play and interact with their children; how to discipline; how to advocate and learn more about disability, etc.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Notify Parents of progress through IEP/ IGO Progress Reports and ARD meetings. Provide parents with support group information. Parents will also be provided with information on any other community organization sponsoring disability conferences, workshops, trainings to allow for parent connections with peers and community.	Special Services Director Support Services Staff Center Manager Teachers	Special Services Director Education Area Director	Ongoing	-Community participation information -Parent to Parent newsletter information -Community Assessment -IGO/IEP Progress Report

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PERFORMANCE STANDARD: 45 CFR Part 1308.6(e), (1-3) Related Standard 1304.20(a) (l) (iii), 1304.20(e) (5)

GOAL: The Hidalgo County Head Start /Early Head Start Program will establish a diagnostic process to ensure children with disabilities receive appropriate services through referral to LEA.

OBJECTIVES: Refer to the LEA/ECI/private entity for evaluation as soon as the need is evident. When LEA does not provide an evaluation, Head Start will conduct an evaluation utilizing a multi-disciplinary team approach through contracted providers. These identified cases will not be counted towards 10%, but children will receive the service needed. The Support Services Staff will ensure R&R/RTI is implemented prior to referral to Special Education.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Children who require further specialized assessment to determine whether they have a disability will be referred to LEA for appropriate evaluation/assessment which will assess all areas related to the suspected disability. Only these cases will count towards 10%.	Special Services Director Support Services Staff Center Manager Parent LEA Special Education Department	LEA Specialist Special Services Director	Ongoing	-Head Start referral form -LEA referral -Ongoing monitoring -R&R/RTI -Parental consents
2. If LEA does not provide the evaluation, other contracted Special Services Licensed/Certified providers will be contacted to conduct assessment. Parental consents will be obtained prior to assessments. More than one validated measure of information source will be used. The identified cases will be served but will not count towards 10%.	Special Services Director Support Services Staff Center Manager	Special Services Director Contracted Provider LEA Specialist	Ongoing	-Parental consent form -Eligibility reports

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PERFORMANCE STANDARD: 45 CFR Part 1308.6(e), (1-3) Related Standard 1304.20(a) (l) (iii), 1304.20(e) (5)

GOAL: The Hidalgo County Head Start /Early Head Start Program will establish a diagnostic process to ensure children with disabilities receive appropriate services through referral to LEA.

OBJECTIVES: Will refer to the LEA/ECI/private entity for evaluation as soon as the need is evident. When LEA does not provide an evaluation, Head Start will conduct an evaluation utilizing a multi-disciplinary team approach through contracted providers. These diagnosed cases will not be counted towards 10%, but children will receive the service needed. The Support Services Staff will ensure R&R/RTI is implemented prior to referral to Special Education.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Support Services Staff will ensure that children are allowed the appropriate R&R/RTI timelines to rule out cultural linguistic differences, socio-economic factors, inappropriate educational environment to determine whether the referral to LEA is warranted; and to discuss appropriate adaptations for administration of evaluation.	Special Services Director Support Services Staff Center Manager Teacher/Parent LEA Special Education Department	Special Services Director Parent Support Services Staff Content Area Directors Teacher LEA Special Education Director	Ongoing	-Teacher notes -Monthly follow-up notes -Self-Assessment -R&R/RTI -Referrals
4. The Special Education Department will continue to be actively involved in training HS Support Service staff on The Referral Process, R&R/RTI and cultural competency.	Special Services Director Support Service Staff Center Manager Special Education Department	Special Services Director Support Service Staff Content Area Director LEA Special Education Director	Ongoing	-LEA Referral -Training Agenda's -Training Sign in -Training Hand Outs

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PERFORMANCE STANDARD: 45 CFR Part 1308.6(e), (4) (5) Related Standard 1304.52(h) (1) (ii), 1304.52(d) (7)

GOAL: The Hidalgo County Head Start/Early Head Start Program will establish a diagnostic process to ensure children with disabilities receive appropriate services, through referrals to LEA.

OBJECTIVE: To maintain confidentiality in accordance with Program and State requirements. Evaluations will be administered by trained, state certified licensed personnel. Will determine eligibility for Head Start disability services using a multidisciplinary team approach, however, these identified cases will not be counted towards 10%. Only LEA cases will count.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Confidentiality must be maintained and this is accomplished through training and professional speaking presentations at in-services, workshops, conferences, parent conferences, etc. Make use of Human Resources confidentiality form and obtain staff signatures. Training on Health Insurance Portability and Accountability Act (HIPAA) will be provided as needed by HR.	Special Services Director Support Services Staff Center Manager Teacher Personnel Officer	Human Resource Director Special Services Director Health Services Director HIPAA Representative Staff Development Director	Ongoing	-Sign in's -agendas -HR confidentiality signed forms on file -Training sign ins -Self-Assessment -Contracts
2. Reports requiring signature of certified/ licensed Special Services provider will be obtained. Evaluations will be administered only by qualified specialists.	Special Services Director Special Services Specialist	Special Services Director Procurement Director Support Service Staff	Ongoing	-Partnership Agreements -RFQ -SLP evaluation Reports -RFQ

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PERFORMANCE STANDARD: 45 CFR Part 1308.6(e), (4) (5) Related Standard 1304.52(h) (1) (ii), 1304.52(d) (7)

GOAL: The Hidalgo County Head Start/Early Head Start Program will establish a diagnostic process to ensure children with disabilities receive appropriate services through referral to LEA.

OBJECTIVES: To maintain confidentiality in accordance with Program and State requirements. Evaluations will be administered by trained, state certified licensed personnel. Will determine eligibility for Head Start disability services using a multidisciplinary team approach, however, these diagnosed cases will be served but will not count towards 10%.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Request for Qualifications (RFQ's) will be secured allowing for proper documentation for contracted Special Services Providers.	Special Services Director Procurement Director Disability Coordinator	Special Services Director Disability Coordinator	April 2011 August 2012	-Provider credentials on file -Contracts in procurement
4. A multi-disciplinary team approach will be utilized for children evaluated by the private rehabilitation providers to determine eligibility for disability services upon completion of assessment. Proper documentation such as ,Eligibility Determination Forms, and Evaluation Reports will be required. These identified cases will be served but not counted towards 10%.	Special Services Director Support Services Staff Center Manager Teacher Parent Private provider	Special Services Director	Ongoing	-Multi-disciplinary team -Referral -IGO meeting documentation -Notice of IGO Meeting -ARD minutes -PIR -Head Start reports

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PERFORMANCE STANDARD: CFR Part 1308.7 (a)-17(e)

GOAL: The Hidalgo County Head Start/Early Head Start Program will identify through a systematic process and meet the eligibility criteria for all identified disabilities to ensure services are adequately and professionally provided to children with special needs.

OBJECTIVES: Ensure that eligibility criteria is met when classifying children with an identified disability, per performance standards and the 2007 Head Start Act. The eligibility criteria are as follows: Health impairment, Emotional/behavioral disorders, Speech/language impairment, Mental retardation, Hearing impairment including deafness, Orthopedic impairment, Visual impairment including blindness, Learning disabilities, Autism, Traumatic Brain Injury, Other impairment.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Attend staffings on children whose needs may be unique/ specific (Autism, Syndromes, etc.)	Support Services Staff Center Manager/Teacher Special Services Director	Special Services Director Content Area Directors	Ongoing	-Staffing notice -Staffing notes -Community Assessment
2. Develop Plan of Care to monitor medical health condition/development (504 plan).	Support Services Staff Center Manager/Teacher Health Director	Health Services Director Special Services Director	-As needed	-Plan of care (504)
3. Review classroom observation reports and all screening tools for follow-up on possible suspected disabilities. Meet with parent for possible further evaluations (speech, hearing, vision, other impairments etc.).	Support Services Staff Center Manager/Teacher Special Services Director Mental Health Director Mental Health Consultant	Mental Health Director Education Area Director Special Services Director	-Within 45 days of enrollment -Ongoing	-Information on file -Ongoing monitoring
4. Follow-up on child's challenging behavior by utilizing the Mental Health Process/Positive Behavior Support (PBS) which includes the development of Behavioral Plans.	Support Services Staff Center Manager Mental Health Director	Mental Health Director Special Services Director	As needed	-Behavior documentation -Ongoing monitoring -Cameras

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PERFORMANCE STANDARD: CFR Part 1308.7 (a)-17(e)

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OBJECTIVES: Ensure that eligibility criteria is met when classifying children with an identified disability, per performance standards and the 2007 Head Start Act. The eligibility criteria are as follows: Health impairment, Emotional/behavioral disorders, Speech/language impairment, Mental Retardation, Hearing impairment including deafness, Orthopedic impairments, Visual impairment including blindness, Learning disabilities, Autism, Traumatic Brain Injury, Other impairment.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
5. Refer child to LEA for a Full Individual Evaluation (FIE) for identification and dual enrollment with LEA via Pre-School Programs for Children with Disabilities, (PPCD) if possible.	Special Services Director Support Services Staff Center Manager Special Education Department staff	Designated Content Area Director Special Services Director	-As deemed necessary	-Evaluation report -ARD/IEP Minutes
6. Follow-up on physicals for possible suspected orthopedic impairments. Observe the child in the educational setting while performing fine/gross motor skill activities.	Support Services Staff Center Manager Teacher Special Services Director	Health Services Director Special Services Director Teacher Support Services Staff Center Manager	-Ongoing	-Progress notes -Ongoing monitoring -Cameras -Physicals
7. Provide staff with T/TA and literature on orientation and mobility for the visually impaired/blind.	Support Services Staff Center Manager Special Services Director	Special Services Director -Visual/Impairment Specialist	-As deemed necessary	-Training agenda -Literature on Visual Impairment

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PERFORMANCE STANDARD: 45 CFR Part 1308.18 (a) (b)

GOAL: The Hidalgo County Head Start /Early Head Start Program will have procedures established that allow for the full and efficient implementation of the disability content area according to the Performance Standards.

OBJECTIVES: Ensure that Disabilities, Health and Mental Health Directors work closely together in the assessment process and follow-up to assure that the special needs of children with health and mental health needs are met.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. A referral and follow-up system in conjunction with mental health/ health services will be utilized to ensure that children with mental health and health impairments receive ongoing medical treatment.	Mental Health Director Center Manager Support Service Staff Teachers Special Services Director	Health Services Director Special Services Director Mental Health Director	Ongoing	-Referral and follow-up -Ongoing monitoring -Self-Assessment
2. Staffings to include the health, mental health and disability services content areas will be scheduled to communicate and collaborate regarding any children with medical health impairments and /or children with possible signs of depression, withdrawal, anxiety or abuse.	Center Manager Support Service Staff Teachers Mental Health Director	Health Services Director Special Services Director Mental Health Director	Ongoing	-Staffing sign-in and notes -Notice of Staffing
3. Develop a plan of care for any child with a medical condition (504).	Health Services Director	Health Services Director Special Services Director	Ongoing	-Plan of care (504)

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PERFORMANCE STANDARD: 45 CFR Part 1308.18 (c) (d)

GOAL: The Hidalgo County Head Start /Early Head Start Program will have procedures established that allow for the full and efficient implementation of the disability content area according to the Performance Standards.

OBJECTIVES: Ensure that all medications are properly administered and that parental consents are secured; that all medications dispensed are properly recorded and reviewed with parents; record any changes in child's behavior and share with staff, parents and physician; store, label and lock all medications. This will allow for parent and family engagement.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will educate teachers and parent/ guardian on the proper administration of medication, thus, allowing for honest dialogue with families.	Support Service Staff Center Manager Health Services Director	Health Services Director Special Services Director	Ongoing	-Training agendas -Medication form
2. Staff will administer, handle and store all medication in accordance with program policy and procedures which includes doctors instructions, properly labeled medication by pharmacist, parent consent to administer medication, record keeping etc. (refer to policy and procedure on medication administration in the Health procedures Manual). Parent and family engagement practices will occur.	Support Service Staff Health Services Director Center Manager	Health Services Director Special Services Director	Ongoing	-Documentation notes -Medications Policy/forms -Parent Consent

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PERFORMANCE STANDARD: 45CFR Part1308.19 (a)-(k), Related Standard 1304.20(f) (1), 1304.20(f) (2) (iv). 1304.40(a) (3), 1304.21(a) (1) (ii), 1304.21(a) (5) (iii), 1304.20(c) (4), 1304.24(a) (3) (iii), 1304.23(b) (l), 1304.23(c) (6)

GOAL: The Hidalgo County Head Start /Early Head Start Program will develop Individual Goals and Objectives (IGO), or an Individual Family Services Plan (IFSP) that meet the needs of children with disabilities and enables them to be included fully in classroom. As per the 2007 Head Start Act, children that receive special services from private rehabilitation providers will no longer be counted towards the 10% and will now have Head Start developed Individual Goals and Objectives (IGO) in place of the IEP.

OBJECTIVES: Participate and provide input into the LEA IEP/ECI IFSP. For Head Start developed Individual Goals and Objectives, organize a multi-disciplinary team meeting within thirty (30) days of evaluation for eligibility determination; will develop IGOs or IFSPs for all children found to meet the Head Start disability eligibility criteria; will implement IGOs as soon as possible after the meeting, or if child enters Head Start with IEP completed two (2) months prior, implement such IEP within two (2) weeks; will ensure inter content area collaboration in IGO/ IEP/IFSP implementation; when LEA develops the IEP, a Head Start representative will participate. Head Start developed IGO's will include child's unique needs and strengths; monitor implementation of IGOs/IEPs or IFSPs and child's progress and encourage more interaction between classroom teachers and service providers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Ensure attendance of required Head Start staff, parent and other special service agencies by notifying them well in advance of scheduled IEP/IGO/IFSP meeting	Special Services Director Support Services Staff Center Manager LEA	Special Services Director	Ongoing	-IEP/ARD sign-ins -ARD notice -IGO Notice
2. Schedule IGO/IEP/IFSP meeting with special services provider (ECI/LEA) upon assessment completion to discuss eligibility results and notify required team members and parents.	Special Services Director Support Services Staff Center Manager, Parent LEA Specialist	Special Services Director LEA Specialist	Within thirty (30) days of evaluation or ASAP	-Head Start Notice of IGO meetings on file -LEA ARD Notice

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PERFORMANCE STANDARD: 45 CFR Part 1308.19, Related Standard 1304.20(f) (1), 1304.20(f) (1). 1304.20(f) (2)(i), 1304.20(f)(2)(iv), 1304.40(a)(3), 1304.21(a)(1)(ii), 1304.21(a)(5)(iii), 1304.20(c)(4), 1304.24(a)(3)(iii), 1304.23(b)(l), 1304.23(c)(6).

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OBJECTIVE: Participate and provide input into the LEA IEP/IFSP. For Head Start developed IGOs organize a multi-disciplinary team within thirty (30) days for eligibility determination; will develop IGOs or IFSPs for all children found to meet the Head Start disability eligibility criteria; will implement IGOs as soon as possible after the IGO meeting, or if child enters Head Start with IEP completed two (2) months prior, implement within two (2) weeks. Will ensure inter content area collaboration in IEP/IGO/IFSP implementation. When LEA develops the IEP, a Head Start representative will participate. Head Start developed IGO's will include child's unique needs and strengths. Monitor implementation of IGO's, IEP's or IFSPs and child's progress and encourage more interaction between classroom teachers and service providers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. The multi-disciplinary team will provide input into developing an appropriate IGO/IFSP to meet the special needs of child. The team will include a Head Start representative.	Special Services Director Support Services Staff Center Manager Teacher/Parent LEA/Rehab	Special Services Director Education Area Director Center Manager	Within thirty (30) days of evaluation or ASAP	-ARD minutes -IFSP/IGO documentation - PIR
4. The LEA agreement will note that LEA will notify Head Start of any scheduled IEP meetings for their participation.	Special Services Director LEA representative Center Manager Teacher	Special Services Director Education Area Director LEA	Ongoing	-IGO Notice -LEA Agreement -PIR

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PERFORMANCE STANDARD: 45 CFR Part 1308.19, Related Standard 1304.20(f) (1), 1304.20(f) (2) (i). 1304.20(f) (2) (iv), 1304.40(a) (3), 1304.21(a)(1)(ii), 1304.21(a)(5)(iii), 1304.20(c)(4), 1304.24(a)(3)(iii), 1304.23(b)(l), 1304.23(c)(6).

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OBJECTIVES: Participate and provide input into the LEA IEP/IFSP. For Head Start developed Individual Goals and Objectives organize a multi-disciplinary team within thirty (30) days from eligibility determination; will develop IGOs and IFSPs for all children found to meet the Head Start disability eligibility criteria; will implement IGOs as soon as possible after IGO meeting, or if child enters Head Start with IEP completed two (2) months prior, implement within two (2) weeks. Will ensure inter content area collaboration in IEP/IGO/IFSP implementation. When LEA develops the IEP, a Head Start representative will participate. Head Start developed IGO's will include child unique needs and strengths. Monitor implementation of IEP's IGO's and IFSPs and child's progress and encourage more interaction between classroom teachers and service providers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
5. Schedule appointments with required services provider as soon as possible as mandated in IEP/ IGO; a child enrolled in HS whose IEP/ IGO for special services is dated 2 months prior to enrollment is still eligible for services. However, existing IEP, has to be implemented within 2 weeks.	Special Services Director Support Services Staff Center Manager Teacher/LEA	Special Services Director Special Services Provider Center Manager	-As soon as possible after meeting or enrollment -Ongoing	-Notice of ARD/ IGO meeting -Ongoing monitoring -Notice of ARD/IEP to all staff involved
6. Involve the different content areas when implementing the child's IEP/IGO/IFSP to ensure that every area of need is satisfied, (nutrition, mental health etc.) Children with disabilities will be included in the full range of activities within the child development program.	Special Services Director Support Services Staff Center Manager Teacher/LEA	Special Services Director Content Area Director	Ongoing	-Reflect IEP/IGO objectives in weekly lesson plan -Cameras

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PERFORMANCE STANDARD: 45 CFR Part 1308.19, Related Standard 1304.20(f)(1),1304.20(f)(1). 1304.20(f) (2) (i), 1304.20(f) (2) (iv), 1304.40(a) (3), 1304.21(a) (1) (ii), 1304.21(a) (5) (iii), 1304.20(c) (4), 1304.24(a) (3) (iii), 1304.23(b) (l), 1304.23(c) (6).

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OBJECTIVES: Participate and provide input into the LEA IEP/IFSP. For Head Start only IGOs organize a multi-disciplinary team within thirty (30) days from eligibility determination; will develop IGOs and IFSPs for all children found to meet the Head Start disability eligibility criteria; will implement IGOs as soon as possible after IGO meeting, or if child enters Head Start with IEP completed two (2) months prior, implement within two (2) weeks. Will ensure inter content area collaboration in IEP/ IGO/IFSP implementation. When LEA develops the IEP, a Head Start representative will participate. Head Start developed IGO's will include child's unique needs and strengths. Monitor implementation of IEP's, IGO's and IFSP's and child's progress and encourage more interaction between classroom teachers and service providers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
7. Child's unique needs, strengths and developmental potential will be documented through use of different sources-IGO progress reports, six weeks progress report, monthly follow–up, etc.	Special Services Director Support Services Staff Center Manager Teacher	Special Services Director Support Services Staff Center Manager	Ongoing	-IGO/IFSP -Progress reports -Monthly follow-up

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PERFORMANCE STANDARD: 45 CFR Part 1308.19, Related Standard 1304.20(f) (1), 1304.20(f) (1). 1304.20(f) (2) (i), 1304.20(f) (2) (iv), 1304.40(a) (3), 1304.21(a)(1)(ii), 1304.21(a)(5)(iii), 1304.20(c)(4), 1304.24(a)(3)(iii), 1304.23(b)(l), 1304.23(c)(6).

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TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
8. Establish a process for tracking child's IGO/IEP progress such as requesting therapy progress notes from private rehabilitation provider/LEA at least every 3 months. Request observation notes from disability classroom assistant (if applicable). Document child's progress on the IGO/IEP Progress Report which is connected to the 11domains of learning.	Special Services Director Support Services Staff Center Manager/Teacher LEA	Special Services Director Support Services Staff Center Manager Special Services Provider Disability Service Aide Teacher/Teacher Assistant	Ongoing	-Disability tracking report -IGO/IEP progress report -Teacher progress report -IGO/IEP objectives reflect in weekly plan -Monthly follow up

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PERFORMANCE STANDARD: 45 CFR Part 1308.19, Related Standard 1304.20(f) (1), 1304.20F (2) (i) 1304.20 (f) (2) (iv), 1304.40(a) (3), 1304.21(a)(1)(ii),1304.21(a)(5)(iii), 1304.20(c)(4), 1304.24(a)(3)(iii), 1304.23(b)(l), 1304.23(c)(6)

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TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
9. Encourage more interaction between teachers and service providers through IEP/IGO meetings, face-to-face contact, periodic telephone calls, classroom material sharing, child/parent home activities etc. Schedule visits and observe child/parent home activities. Schedule visits and observe child during implementation of IEP/IGO in therapy session; LEA's and other special services providers usually accommodate such request.	Special Services Director Support Services Staff Center Manger	Support Services Staff Center Manager/Teacher Assistant Teacher	Ongoing	-Communica-tion/documen-tation -Take home activities -Cameras -Teacher/ Parent Conference -Teacher Home Visit
10. If child is dually enrolled with LEA in the PPCD unit, visit such unit.	Special Services Director Support Services Staff Center Manager/Teacher	Special Services Director Center Manager Assistant Teacher Disability Service Aide	Ongoing	-IEP meetings -Sign-in's -Visitation log

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PERFORMANCE STANDARD: 45 CFR Part 1308.20 (a) (b) (c) (d)

GOAL: The Hidalgo County Head Start /Early Head Start Program will establish a process to ensure that staff and the Content Area Directors work together to ensure that provisions for the nutrition needs of children are met.

OBJECTIVES: Consult with physical, occupational, and speech therapists and dieticians on ways to assist the staff and parents on problems of chewing, swallowing and feeding for children with severe disabilities.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Schedule trainings/workshops conducted by the appropriate professionals on specific nutrition needs for children with disabilities for parents/staff to ensure that proper procedures are learned and followed when caring for children with special nutritional needs, such as chewing, swallowing and feeding.	Special Services Director Health Director Nutrition Director Teachers	Support Service Staff Center Managers Special Services Director	Ongoing	-Training agendas and -Sign-in's -Pre-service training topics
2. Encourage children with special needs to participate in meal/snack time interactions and weekly nutrition activities.	Support Service Staff Teachers Center Managers	Special Services Director Education Area Director	Ongoing	-Classroom observation notes -Teacher weekly plan reflects nutrition activities -Cameras
3. Provide special diets for children with chewing, swallowing and feeding problems.	Special Services Director Nutrition Director	Health Director Nutrition Director		-Special Diet menus

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PERFORMANCE STANDARD: 45 CFR Part 1308.20 (a) (b) (c) (d)

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OBJECTIVES: Consult with physical, occupational, and speech therapists and dieticians on ways to assist the staff and parents on problems of chewing swallowing and feeding for children with severe disabilities.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
4. Hold staffings to ensure that children with special nutrition needs are identified for appropriate delivery of services.	Support Service Staff Center Managers Special Services Director Teachers Nutrition Director	Nutrition Director Health Director Special Services Director	Ongoing	-Notice of staffing -Staffing notes

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PERFORMANCE STANDARD: 45 CFR Part 1308.21 (a) (1-10)

GOAL: The Hidalgo County Head Start /Early Head Start Program will allow for parent and family engagement throughout the disability effort and meet the families needs when relating to joint transition training and planning.

OBJECTIVES: Assist in the transition of children into Head Start and from Head Start to public school; Provide information to parents on fostering their child's disabilities, to include siblings. Provide opportunities to parents to observe large and small group activities to include program activities as per IGO/IEP/IFSP; inform parents of their rights under IDEA; inform parents of available resources, (i.e. SSI, EPSDT), provide parents with support group information.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Head Start staff will participate in joint transition training and planning with ECI at least 180 days prior to the child's 3rd birthday to provide the parent education information on Head Start Services.	Support Services Staff Transition Director ECI Representative	Special Services Director Transition Director Center Manager	Ongoing	-Child's ECI records -ECI meeting notes
2. Provide parent with educational brochures on disabilities, federal and state laws and community resource directory, thus, assisting parents as learners.	Support Services Staff Center Manger Special Services Director	Special Services Director Transition Director	Ongoing	-Disability brochures -Flyers
3. Encourage parent and family engagement when evaluating the program by participating in the yearly Self Assessment, to observe child's screening and assessments, to attend child's ARD/IGO meetings, to volunteer in the classroom and attend therapy sessions with their children when possible. This will assist the development of families as leaders.	Support Services Staff Center Manager Special Services Director Teacher	Special Services Director Transition Director Center Manager	Ongoing	-Documents on file -Self-Assessment -Volunteer file -Cameras

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PERFORMANCE STANDARD: 45 CFR Part 1308.21 (a) (1-10)

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TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
4. Link and refer families to support group meetings to such agencies as Partners Resource Network (Team Project) and others who sponsor support group meetings on disabilities. Parents will be informed of any support groups they may benefit from. A support group list will be made available to parents through center managers. Cross cultural responsiveness will be considered.	Teachers Support Services Staff Center Manager Special Services Director	Special Services Director Education Area Director	Ongoing	-Support group list at center
5. Encourage parent and family engagement for trainings, workshops, conferences on IDEA/Section 504, ADA to promote families as advocates and leaders. Develop honest dialogue with families regarding ARD's and IGO meetings to promote participation.	Support Services Staff Center Manager Special Services Director Teachers	Special Services Director Education Area Director Family Services Director	Ongoing	-Training agendas/sign- in - Flyers -Brochures -ARD/IGO information on file

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PERFORMANCE STANDARD: 45 CFR Part 1308.21 (a) (1-10)

GOAL: The Hidalgo County Head Start /Early Head Start Program will allow for parent and family engagement throughout the disability effort and meet the families needs when relating to joint transition training and planning.

OBJECTIVES: Assist in the transition of children into Head Start and from Head Start to public school; Provide information to parents on fostering their child's disabilities, to include siblings. Provide opportunities to parents to observe large and small group activities to include program activities as per IGO/IFSP; inform parents of their rights under IDEA; inform parents of available resources,(i.e. SSI, EPSDT), provide parents with support group information.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
6. A resource directory will be provided at the 1st parent orientation meeting for information on parent education programs. Parents and staff will be provided opportunity to learn about first aid, principals of preventative health, safety measures and any information on disabilities that may assist parents with their family's disability needs, thus promoting family well being.	Support Services Staff Center Manager Teacher	Family Services Director Special Services Director Health Services Director	-Beginning of school year -Ongoing	-Training documentation -Resource Directory -Flyers -Brochures
7. A Family Partnership Agreement (FPA) will be utilized to assist families in identifying basic life support needs to include siblings needs related to disabilities. HS will link and refer families to community agencies in order to assist them in receiving services.	Support Services Staff Center Manager Teacher	Family Services Director Special Services Director	-Beginning of school year -Ongoing	-Documentation on file -FPA/Follow – up's -PIR -Referral

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PERFORMANCE STANDARD: 45 CFR Part 1308.21 (b) (c)

GOAL: The Hidalgo County Head Start /Early Head Start Program will allow for parent and family engagement throughout the disability effort and meet the families needs when relating to joint transition training and planning.

OBJECTIVES: Assist the parents in the transition of children from Head Start to public school or other placement/options. Notify the school of the child's planned enrollment prior to date of enrollment.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Provide parents with information on special education services available in the public school system as a guide to parents on joint transition training and planning.	Support Services Staff Center Manager Special Services Director Teacher	Special Services Director Transition Director	May 2012	-Transition information
2. Provide parent with transition brochures to facilitate joint transition training and planning.	Support Services Staff Center Manger/Teacher Transition Director	Special Services Director Transition Director	May 2012	-Transition brochures
3. With parent consent, transfer children's records to special education department. Provide LEA special education with a list of all transitioning children with disabilities.	Support Services Staff Center Manager Special Services Director Teacher	Special Services Director Transition Director	May 2012	-Copies of consent on file -Transition list to LEA Special Education Dept.
4. Allow for communication with parent by providing a transition letter that lists special education staff contacts, phone numbers, campus assignment etc. in an attempt to provide a seamless transition.	Support Services Staff Center Manager Special Services Director Teacher	Special Services Director Transition Director	May 2012	-Transition Letter to parents

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PERFORMANCE STANDARD C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: To ensure that the program is effectively implementing Federal Regulations.

OBJECTIVES: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Administration of Speech Screener – All children will be administered a Speech Screening Tool which will address the areas of articulation, voice and fluency. This tool is administered either in English or Spanish as deemed necessary.	Teacher Assistant Teacher	Center Manager Special Services Director Support Services Staff Education Area Director Executive Team Special Services Coordinator/Facilitator	Within 45 days of Enrollment	-Compliance Monitoring Instrument -Speech Screener -Center observation form
Development of Individual Education Plans (IEP's) – The multidisciplinary team will develop an IEP (LEA) and IGO's for private rehabilitation providers for children who were evaluated and qualified for a particular service. IEP/IGO objectives will be reflected in the weekly lesson plan for reinforcement purposes by the teaching staff.	Teacher Assistant Teacher Disability Service Aide	Center Manager Special Services Director Support Service Staff Education Area Director Executive Team Special Services Coordinator/Facilitator	LEA-yearly Every six (6) months for private rehabs	-Compliance Monitoring Instrument -IGO/ARD minutes -Notice of IGO/IEP meeting -Weekly lesson plan -Center observation form
Referral Tracking Log – A referral tracking log will be maintained in the Special Services Department. The log will be updated as the referrals are received in the department.	Special Services Coordinator Special Services Facilitator	Special Services Director	Ongoing	-Compliance Monitoring Instrument -Referral Tracking Log

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: To ensure that the program is effectively implementing Federal Regulations.

OBJECTIVES: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
IEP/IGO Progress Report –IEP/ IGO Progress Reports will be prepared by the teachers and sent out to parents every nine (9) weeks. The IEP/IGO progress report is connected to the 11 Domains of Learning/Child Outcomes and will reflect the child's progress on the IEP/IGO objectives.	Teacher	Center Manager Support Services Staff Special Services Director Executive Team Special Services Coordinator/Facilitator	Every nine (9) weeks	-Compliance Monitoring Instrument -Copy of IEP/ IGO Progress Report -Center observation form
Therapy Classroom Sign Out/In log for tracking services – The teachers will maintain the Therapy Sign out/in log in their classrooms individually for every child receiving services. The service provider will sign the child out and in when returning to the classroom after the service. The teacher will submit the log to the Special Services Department at the end of the month.	Teacher Assistant Teacher Center Manager Support Service Staff	Center Manager Support Services Staff Special Services Director Executive Team Special Services Coordinator/Facilitator	Monthly	-Therapy Sign Out/In Log -Center observation form -Compliance Monitoring Instrument
Monthly Follow-Up Notes – The case worker (Center Manager or Support Services Staff) will submit monthly follow-up notes reflecting the child's progress/case notes to the Special Services Department on a monthly basis.	Center Manager Support Services Staff	Special Services Director Executive Team Special Services Coordinator/Facilitator Education Area Director	Monthly	-Monthly Follow-Up Notes -Center observation form -Compliance Monitoring Instrument

HIDALGO COUNTY HEAD START PROGRAM
Special Services Plan
2012-2013

PERFORMANCE STANDARD C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: To ensure that the program is effectively implementing Federal Regulations.

OBJECTIVES: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Case Staffings – Case staffings will be held for each child with a disability. All areas of need will be discussed (i.e.-special diets, special equipment/materials, medical plan of action etc.) so that the best possible services may be provided to the child upon enrollment.	Teacher Parent Support Services Staff Center Manager Special Services Director Department Directors (as needed)	Special Services Director Executive Team Special Services Coordinator/Facilitator Education Area Director	Ongoing	-Staffing Notice -Staffing Notes -Center observation Form -Compliance Monitoring Instrument
Disability Observation Notes – The Disability Classroom Assistants (DCA) provide as needed help to children with disabilities. The DCA's document observation notes on children they assist on a daily basis. The teacher is responsible for reviewing the observation notes daily and signing the notes as acknowledgement. Notes are done daily and submitted to the Special Services Department weekly.	Disability Service Aide Teacher	Teacher Center Manager Support Services Staff Special Services Director Special Services Coordinator/Facilitator	Weekly	-Observation Notes -Center observation Form -Compliance Monitoring Instrument

Transition Plan

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of the Transition Services 2012-2013 Program Plan

RATIONALE/NEED: The Transition Services Program Plan must be approved annually comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Transition Services Program Plan

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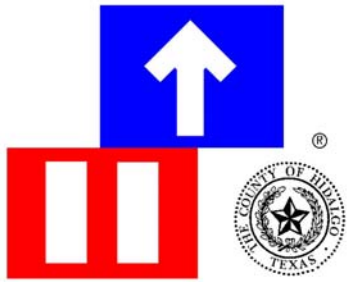
INITIATED BY: Ramiro Silva, Transition Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: _____

Hidalgo County
Head Start Program



Transition Program Plan
2012-2013
Ramiro Silva, Director

Transition Advisory Committee Approval: 05.04.12
Policy Council Approval: 05.16.12
Commissioners' Court Approval:

HIDALGO COUNTY HEAD START PROGRAM
TRANSITION SERVICES PROGRAM PLANS
PROGRAM YEAR 2012 - 2013

Performance Standard C. F. Regulation: 1304. 41 (c) (1) (i) (iii), and 1304.41 (c) (3) ***Transition Services***

Goal: ***To communicate and coordinate with the local education agencies through networking meetings to plan for transition services.***

Objective: ***To maintain and establish procedures that will facilitate the transition process for children enrolled in the Head Start program.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. The parents will be notified of necessary records and information that are required for enrollment for their designated local education agency. Staff will prepare a packet to be transferred to the next educational setting.	Center Managers	Transition Director	On-going	Confidentiality Statement – Child Record
2. The Program will maintain on-going coordination and collaboration between the Head Start staff and their counterparts in the schools and community programs.	Center Managers	Transition Director	On-going	Networking Meeting Record
3. The Program will meet with the center managers and support services facilitators to facilitate preparing and involving children and parents in joint transition training and planning activities.	Transition Director Area Directors	Transition Director	On-going As scheduled in May	Field Trip Request Form
4. The Program will encourage community participation through community wide events to allow parents, staff, community organizations, and children to meet, visit the program, and ask questions.	Transition Director Family Services Director	Transition Director	On-going	Network Meeting Parent Fair Monthly Parent Mtg.

HIDALGO COUNTY HEAD START PROGRAM
TRANSITION SERVICES PROGRAM PLANS
PROGRAM YEAR 2012 - 2013

Performance Standard C. F. Regulation: 1304. 41 (c) (2) 1304.20 (f) (2) (iii) ***Transition Services***

Goal: ***To encourage and involve parents in the transition of their child into Head Start.***

Objective: ***To involve the parents in the transition of their children into the Head Start Program; and to plan the transition of children with disabilities into the Head Start Program.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. The Program will coordinate and collaborate with ECI Early Childhood Intervention agencies on children who are being referred to the Head Start Program.	Center Managers, Support Services Facilitators and Support Services Assistants	Transition Director	On-going	Referral Data Confidentiality Statement
2. The Program will conduct "face to face" transition meetings with the parents, ECI agency, and the local education agency.	Center Managers, Support Services Facilitators and Support Services Assistants	Transition Director	On-going	Referral Data
3. The Program will ensure that appropriate placement of children enrolled with developmental programs, are provided with the steps necessary to participate and enroll in the Head Start Program.	Transition Director & Special Services Director	Transition Director & Special Services Director	On-going	Confidentiality Statement

HIDALGO COUNTY HEAD START PROGRAM
TRANSITION SERVICES PROGRAM PLANS
PROGRAM YEAR 2012 - 2013

Performance Standard C. F. Regulation: 1304. 41 (c) (2) 1304.20 (f) (2) (iii) ***Transition Services***

Goal: ***To ensure that the Transition Services are successfully implemented.***

Objective: ***To ensure that the performance standards on Transition Services are met.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. The Program will ensure that implementation and compliance of the Head Start Performance Standards in the areas of Joint Transition Training and Planning.	Transition Director	Transition Director	On-going	Referral Data Form Information Packet
2. The Program will provide joint in-service opportunities and cross-program visitations for staff and parents to increase the understanding of early childhood development and assist in placing practices which assures developmental continuity across the different programs.	Transition Director, Staff Development & Dept. Directors	Transition Director	On-going	
3. The Program will prepare and submit a monthly report on all Joint Transition Training and Planning activities.	Transition Director	Transition Director	On-going	On file

HIDALGO COUNTY HEAD START PROGRAM
TRANSITION SERVICES PROGRAM PLANS
PROGRAM YEAR 2012 - 2013

Performance Standard C. F. Regulation: 1304. 41 (c) (1) (i) (iii), and 1304.41 (c) (3) ***Transition Services/On-going Monitoring***

Goal: ***To ensure that the program is effectively implementing Federal regulations.***
Objective: ***To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Transition.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. Joint Transition Training and Planning Packets-Parents are notified of necessary records and information that is required for enrollment to their designated school district. We will prepare a packet to be given to local education agency at the end of school year.	Center Managers	Transition Director	On-going	Confidentiality Statement – Child Record
2. Joint Transition Training and Planning Networking Meeting-The department will have an ongoing coordination and collaboration with the Head Start staff and the local education agency and community partners.	Center Managers	Transition Director	On-going	Networking Meeting Record
3. The Program will meet with the center managers and support services facilitators to prepare and involve children and parents into transition to public school	Transition Director Area Directors	Transition Director	On-going As scheduled in May	Field Trip Request Form
4. ECI Early Childhood Intervention Agencies- The department will arrange for meetings to be held between the referring agency and the Head Start staff.	Transition Director Family Services Director	Transition Director	On-going	Referral forms Tracking Logs
5. Face to Face Meetings-The department conducts meetings with the parent, ECI agency and with the local community partners.	Transition Director	Transition Director	Ongoing	Referral forms Tracking Logs
6. Community / LEA Meeting for Joint Transition Training and Planning Packages – The department will meet with the Local Education (school districts) to hand deliver Head Start children's transition packages.	Transition Director	Transition Director	Ongoing	Agendas Sign-In Forms

Transportation Plan

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 16, 2012

SUBJECT: Discussion/Approval of the Transportation Services 2012-2013 Program Plan

RATIONALE/NEED: The Transportation Services Plan must be approved annually comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Transportation Services Program Plan

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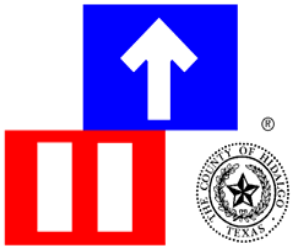
INITIATED BY: Oscar Palacios, Field Operations/Transportation Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program



Transportation Services Program Plan 2012-2013

Transportation Advisory Committee Approval: 04.27.12
Policy Council Approval: 05.16.12
Commissioners' Court Approval:

Hidalgo County Head Start Program

Transportation

OSCAR PALACIOS
Field Operations Director

Oliver Solis
Transportation Coordinator

Nicolas Castillo
Warehouse Coordinator

Darlene Garza
Field Operations Secretary

Cassandra Castillo
Field Operations/Transportation Clerk

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.1

GOAL: The Hidalgo County Head Start Program in coordination and collaboration with parents/guardians will establish a plan to transport children in a safe manner.

OBJECTIVE: To ensure an on-going training and certification program for all assigned drivers and parents education program where applicable to include pedestrian safety and cost control.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. Parents of qualifying children are provided with a set of bus safety rules and an acknowledgement form to sign. Bus safety is also presented to all children at the beginning and during the school year in the curriculum's daily lesson plan. The transportation plan shall be developed with staff, parent coordination, collaboration and community member participation. Drivers will receive required training and certifications to ensure the safety of children. Vehicles will be inspected daily as part of a preventive maintenance and cost control program.	Field Operations Director, Coordinator, Bus Drivers	Field Operations Director, Transp. /Maint. Coordinator,	Pre-service, On-going, Parent Orientation May of current school year (to be implemented the following year) August thru May	Agendas, Sign-In forms Agendas, Certificates of Completion Vehicle Inspection Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.2 (a) (b) (c)

GOAL: The Hidalgo County Head Start Program will ensure that the necessary number of vehicles to transport qualifying program participants will be provided.

OBJECTIVE: To ensure that the program will provide transportation to all qualifying enrolled children in or leased vehicles with proper arrangements.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program currently is utilizing thirty-two (32) buses and double routes and has plans to acquire sufficient number of vehicles to transport qualifying children, budget permitting. 2. In situations where the program is not able to accommodate transportation, then private services shall be considered for cost effectiveness.	Field Operations Director, Trans. /Maint. Coordinator	Field Operations Director, Trans. /Maint. Coordinator	On-going On-going	Transportation Request form, Vehicle Inventory Transportation Request Form, Lease Contracts

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.10 (a) (b) (c) (d) (1) (2) (3) (4) (e) (f) (g)

GOAL: Hidalgo County Head Start Program will assist families and secure transportation to families the program is not able to provide transportation for. The program will also ensure all vehicles are equipped with all required safety equipment and materials.

OBJECTIVE: To ensure that families not transported by the program be assisted and guided to other means of transportation so that children will attend the program; each transportation unit is equipped with a communication system, fire extinguisher with sign, reflective triangles, spare electrical fuses, first aid kit with sign, a seat belt cutter with sign, auxiliary seating shall be part of the transportation unit and factory installed; maintained and inspected annually; all accidents be reported observing state requirements; children are released to authorized persons; rosters are kept up to date by appropriate personnel.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS FORMS
1. The program is currently providing transportation to a portion of the enrolled children with a total of thirty-two (32) regular routes. All other families whose children are not being transported and request assistance are provided with guidance for other alternatives.	Field Operations Director, Coordinator	Field Operations Director, Coordinator	Pre-service On-going training Parent orientation	Agendas Sign-in Forms
2. All vehicles used for transportation are equipped with all safety requirements to include, but not limited to, fire extinguisher with sign, reflective triangles, spare fuses, first aid kit with sign, seat belt cutter, and bio-hazard kit.	Field Operations Director, Coordinator, Bus Drivers	Field Operations Director, Coordinator Risk Management Specialist	Pre-service On-going Training	Agendas Sign-in Forms
3. All auxiliary seating is inspected annually as part of the required annual inspection for compliance.	Field Operations Director, Coordinator	Field Operations Director, Coordinator, Risk Management Specialist	August thru May	Transp. Notice Letter
4. The program ensures that children transported are released only to authorized persons.	Bus Aide	Bus Driver	August thru May	Parent Sign In/Out roster

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.11

GOAL: The Hidalgo County Head Start Program will ensure that all transportation vehicles are equipped with appropriate and approved restraint systems.

OBJECTIVE: Each designated transportation vehicle will be inspected to ensure that restraint systems, as required for children, are appropriate for height and weight.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The Program was compliant by January 20, 2004 ensuring that all transportation units were equipped with an approved child restraint system in proportion to height and weight.	Field Operations Director, Coordinator, Bus Drivers	Assigned bus driver	On-going	Inspection Log

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.12 (a) (b) (1) (2) (c) (b)

GOAL: The Hidalgo County Head Start Program will use grant money to purchase school buses or alternate allowable vehicles.

OBJECTIVE: To ensure that all vehicles used for transporting children will not only be in compliance with child restraint systems, but reverse beepers as well, and that transportation vehicles purchased with grant funds meet all federal, state and local requirements.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program currently has ensured that all vehicles used for transporting children are approved school buses or allowable alternate vehicles with reverse beepers.	Field Operations Director, Coordinator	Field Operations Director Risk Management Specialist	Grant award Guidelines	Specification Sheet
2. Specifications for new vehicles will be drawn from an approved source, such as the State's General Service Agency.	Procurement Officer	Transp. Coordinator	Grant award Guidelines	Specification Sheet

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.13 (a) (b) (c)

GOAL: The Hidalgo County Head Start Program will ensure that all vehicles are in safe operation condition at all times

OBJECTIVE: To ensure the safety of the children the program will establish and implement the following program:

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program has established and is implementing procedures to ensure the safe operation of all transport units. Procedures such as yearly inspection by state motor vehicle inspection stations; preventive maintenance and daily pre and post trip inspection by the driver.	Field Operations Director, Coordinator Drivers	Field Operations Director, Coordinator, Risk Management Specialist	On-going	Preventive Maintenance Log Pre/Post Trip Inspection Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.14

GOAL: The Hidalgo County Head Start Program will specify correct specifications on new vehicles to include its intended use.

OBJECTIVE: To ensure a thorough specification check list and applicable certification upon receipt of new vehicles.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program ensures that all bid announcements comply with state and federal regulations including its intended use. Furthermore, the program examines the vehicle upon receipt to ensure compliance to all bid specifications and certification with Federal Motor Vehicle Safety Standards.	Field Operations Director, Coordinator, Procurement Director	Field Operations Director, Coordinator, Procurement Director	Proposal request date and receipt of vehicles	Proposal outline and specification check list

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.15 (a) (b) (c) (d)

GOAL: Hidalgo County Head Start Program will ensure that appropriate height and weight restraint systems be utilized for children weighing 50 pounds or less while vehicle is in motion; isles and emergency exits be kept clear and loose articles be properly restraint.

OBJECTIVE: To ensure that children will be safely transported to and from the center, program related activities and service providers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program ensured that all vehicles used for transportation were equipped with an approved restraint system before January 2004. The program also ensures that all baggage and loose articles are properly secured including maintaining clear aisles and emergency exits unobstructed at all times. 2. The program ensures that each bus has a qualified bus-aide to assist and supervise children. When the assigned bus-aide is absent, a substitute is utilized.	Field Operations Director, Transp. /Maint. Coordinator, Driver	Assigned bus driver, bus aide, Transportation Director and Transportation Coordinator Risk Management Specialist	On-going	Monitoring instrument

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.16 (a) (1) (2) (b) (1) (2) (3) (c)

GOAL: The Hidalgo County Head Start Program will ensure that all assigned drivers be fully qualified and possessing current required certification, including physical and mental ability.

OBJECTIVE: To ensure a safe and efficient transportation operation by implementing a comprehensive application and screening process on all persons seeking employment as drivers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program will ensure that all assigned drivers be current on all the required drug testing certifications and be tested randomly for drugs, mental and physical ability, or with reasonable accommodations be able to perform duties determined by a medical examination. Medical examination shall be completed prior to commencing driving duties.	Field Operations Director, Transp. /Maint. Coordinator, Risk Management, Human Resources	Field Operations Director, Transp. /Maint. Coordinator	On-going	Driver license, required training and certifications
2. The Hidalgo County Head Start Program will develop a questionnaire relevant to driving and work experience to be implemented during the interview process, including previous employment verification, criminal background check and driving traffic violations	Field Operations Director, Transp. /Maint. Coordinator, Risk Management, Human Resources	Field Operations Director, Transp. /Maint. Coordinator	On-going	Questionnaire form

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.17 (a) (b) (1) (2) (3) (4) (5) (6) (7) (c) (d) (e) (f) (1) (2)

GOAL: The Hidalgo County Head Start Program will ensure that all designated drivers receive the required training within the allowed time frame.

OBJECTIVE: To provide safe transportation to program participants.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program provides the required training to all drivers upon hiring and during pre-service, on-going and as needed. Topics include classroom, behind-the-wheel to safely and efficiently operate the vehicle; running fixed routes; loading/unloading children; stopping at railroad crossing and other maneuvers; evacuation procedures and the operation of special equipment (lifts assistive devices). Bus monitors are also trained in their area of responsibility. Each driver will be evaluated yearly which will include road performance.	Field Operations Director, Transp. /Maint. Coordinator	Transp. /Maint. Coordinator	July thru May	Calendar
2. The program provides training to bus monitors before being assigned on the following topics: child boarding/exiting procedures, the use of child restraint systems, required paperwork, emergency evacuation procedures, use of special equipment, child pickup and release procedures, and pre and post trip vehicle checks.	Trans. Coordinator	Field Operations Director	July thru May	Agendas, sign-in sheets
3. Fixed routes are implemented with no backing or "U" turns only for safety reasons. When roadway crossing is required, children are escorted by monitor or adult person.	Field Operations Director, Trans. Coordinator	Field Operations Director, Trans. Coordinator	July thru May	Agendas, sign-in sheets

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.20 (a) (b) (1) (2) (3) (4) (5) (6) (7)

GOAL: The Hidalgo County Head Start Program will ensure that training be provided to parents at the beginning of the school year.

OBJECTIVE: To make parents aware and responsible on the transportation regulations

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program's primary concern is the safety of the children. Parents are provided training within the first thirty days of the child's enrollment. The program also ensures that each route does not exceed one-hour ride only if there is no shorter route or poses a safety concern.	Field Operations Director, Transp. /Maint. Coordinator Center Manager	Field Operations Director, Transp. /Maint. Coordinator	September	Training agendas, Sign-in sheets

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.21 (a) (b) (1) (2) (3) (4) (5) (c) (1) (2) (e)

GOAL: The Hidalgo County Head Start Program in collaboration with the parents and children will conduct training regarding pedestrian safety; safe riding practices; safe loading and unloading procedures; roadway crossing to and from the vehicle at stops; danger zones around the bus and emergency evacuation procedures. The program will also conduct three evacuation drills during the school year including activities reminding children of the training.

OBJECTIVE: To ensure an on-going transportation safety program for children and parents to help prevent harm or injury.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program provides bus safety training in areas such as pedestrian safety for children and parents. The training takes place within the first thirty days of the program year.	Field Operations Director, Coordinator	Field Operations Director, Coordinator,	August thru May	Agendas Hand-outs
2. The children are taught safe riding practices, boarding and unloading procedures, roadway crossings, the danger zones, and emergency evacuation procedures as part of the daily lessons. The program ensures that the Bus Aide escort children when crossing the street.	Field Operations Director, Coordinator Center Manager	Field Operations Director, Coordinator	Three times during the program year	Evacuation Record

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.22 (a) (b) (c) (1) (2) (3) (4) (5)

GOAL: The Hidalgo County Head Start Program will make available appropriate number of buses or allowable alternate vehicles for transporting children with disabilities. Children's Individual Education Plan (IEP) or Individual Family Service Plan (IFSP) shall specify special transportation requirements such as seating, equipment and any special assistance that may be required.

OBJECTIVE: To ensure the appropriate and safe transporting of children with disabilities to include, whenever possible, the inclusion of children with disabilities by transporting them in the vehicles as are non-disabled peers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program provides transportation to children with disabilities in appropriately equipped buses to their respective school district for services. The program also mainstreams children with disabilities by transporting them on the regular bus routes. Individual Education Plan (IEP) reflects child's need for transportation and is accommodated with special adaptive equipment, if needed, including bus driver and monitor training.	Field Operations Director, Transp. /Maint. Coordinator, Center Manager	Field Operations Director, Transp. /Maint. Coordinator	August thru May	Memorandum Budget work Shop
2. Children with disabilities needing therapy are transported to their respective school district to receive speech therapy. Private providers provide transportation to their facilities or perform services on site.	Center Manager	Special Services Director	August thru May	Child's file Progress notes

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2012-2013

PERFORMANCE STANDARD: 1310.23 (a) (b) (1) (2) (3)

GOAL: The Hidalgo County Head Start Program will make a coordinated effort to explore the possibility of implementing private or other human services agencies to improve the cost of transportation services.

OBJECTIVE: To ensure adequate and cost effective transportation to qualifying children.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The program currently does not have the need to contract private or public transportation services. The program has a collaborative agreement with Teaching and Mentoring Communities Head Start to facilitate transportation should our program not have adequate number of buses for program sponsored events. The program has also developed a "cost per child" report to determine the feasibility of transportation by geographical areas. The program has also contacted the Lower Rio Grande Valley Development Council, but currently the program does not have the need for alternate transportation.	Field Operations Director, Transp. Maint. Coordinator	Field Operations Director, Transp. /Maint. Coordinator	On-going	Cost per child monthly report

AI-32400 **Right of Way 16. A.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration of the use of Eminent Domain to condemn property on the following Parcels for the FM 681/FM 2221 Road Project(TXDOT CSJ #0669-01-052) Parcels # 14,31,36,62, and 68. (Pct.#3) (a description of such parcels attached as Exhibit A- E)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

Funds Available as of 5/11/2012 $79,529.00 as per Olga at Budget Ofc. (Pct #3 Project)

Attachments

Acquisition by ED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:22 AM
Olga Garza	Olga Garza	05/18/2012 02:21 PM
Auditor's Office	Arcilia Duran	05/18/2012 03:10 PM
Purchasing Department	Marty Salazar	05/18/2012 04:33 PM

Form Started By: Rebecca Gomez Started On: 05/16/2012 02:07 PM

Final Approval Date: 05/18/2012

Memo

From: GSK

To: SLC

Date: March 22, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

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We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owner:	Virginia Hernandez
Project:	FM681/FM2221
Parcel:	14 (legal description attached)
TXDOT CSJ No.:	0669-01-052

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-046

Parcel 14
Property Description

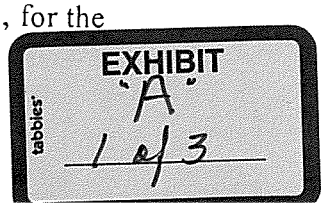
A tract of land containing 0.352 acre (15,354 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 80, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.352 acre (15,354 square feet) also being a part or portion of a 2.0 Acre tract of land deeded to Virginia Hernandez, recorded in Volume 2116, Page 426 H.C.D.R., by Harold J. & Florence M. Van Dulst on April 04, 1985, and said 0.352 acre (15,354 square feet) also being more particularly described as follows;

COMMENCING on the northwest corner of said 2.0 Acre Tract;

THENCE S 08° 56' 45" W (S 08° 50' W), along the West line of said 2.0 Acre Tract, a distance of 274.85 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on a curve of the proposed North right-of-way line of FM 2221, for the northwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1034928.39 and Y=16642778.49. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** along the proposed North right-of-way line of said FM 2221 and said curve to the right with a radius of 8075.00 feet, an interior angle of 01° 36' 12", an arc length of 225.97 feet, a tangent of 112.99 feet and a chord that bears S 79° 52' 36" E, a distance of 225.96 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the east line of said 2.0 Acre Tract, for the northeast corner of this tract;

2. **THENCE** S 08° 52' 11" W (S 08° 50' W), along the East line of said 2.0 Acre Tract, a distance of 65.05 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the North right-of-way line of said FM 2221, for the southeast corner of this tract;



3. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 226.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the southwest corner of said 2.0 Acre Tract, for the southwest corner of this tract;

4. **THENCE** N 08° 56' 45" E, along the West line of said 1.0 Acre Tract, a distance of 69.80 feet to the POINT OF BEGINNING, containing 0.352 acre (15,354 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

EXHIBIT "A" 2 of 3

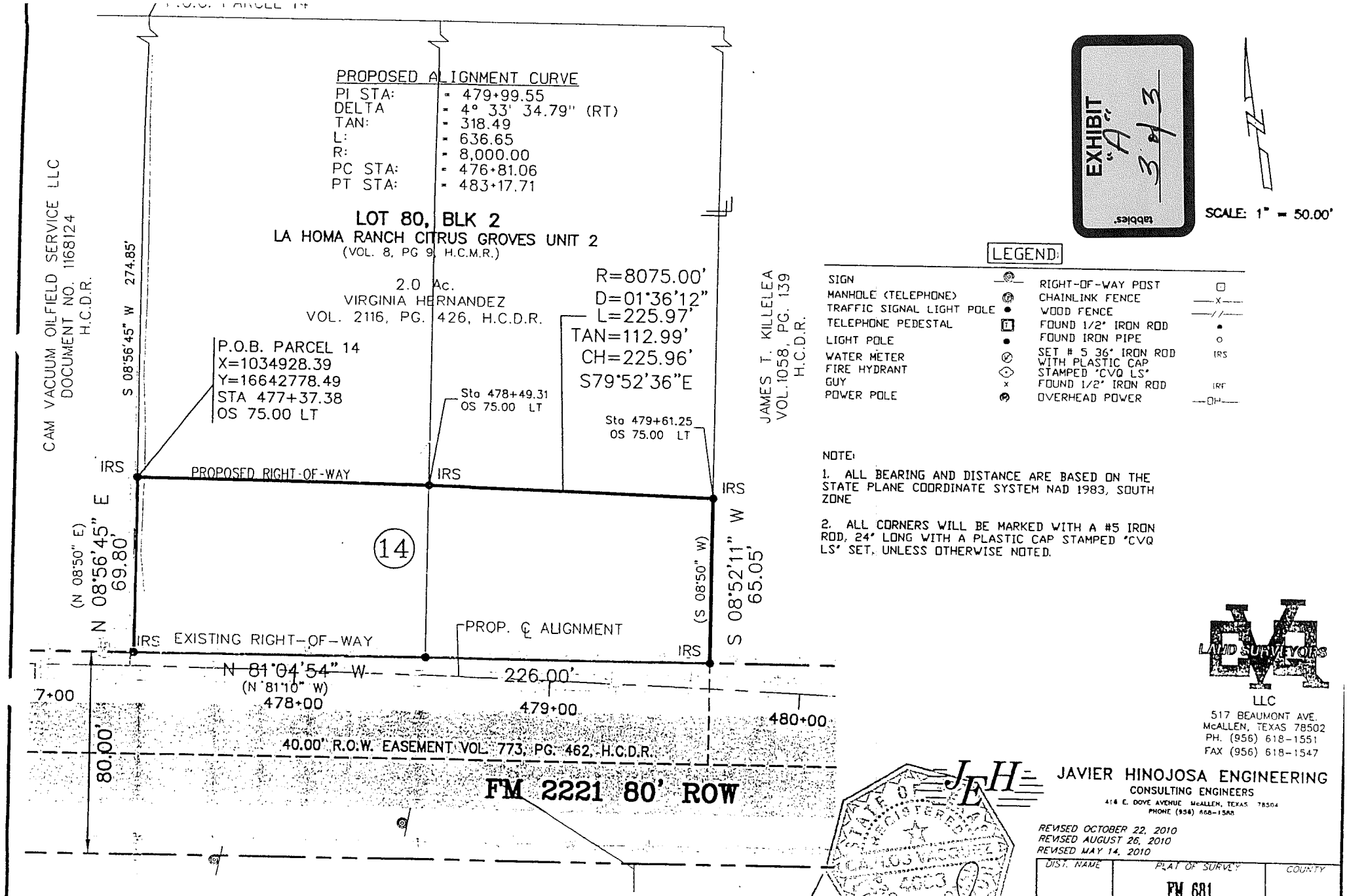


EXHIBIT "A" 3 of 3

SCALE: 1" = 50.00'

LEGEND:

SIGN		RIGHT-OF-WAY POST	□
MANHOLE (TELEPHONE)	Ⓣ	CHAINLINK FENCE	—x—
TRAFFIC SIGNAL LIGHT POLE	●	WOOD FENCE	—//—
TELEPHONE PEDESTAL	▣	FOUND 1/2" IRON ROD	•
LIGHT POLE	●	FOUND IRON PIPE	○
WATER METER	Ⓦ	SET # 5 36" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FIRE HYDRANT	⊕	FOUND 1/2" IRON ROD	IRF
GUY	x	OVERHEAD POWER	—OH—
POWER POLE	Ⓟ		

NOTE:

1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

VIRGINIA HERNANDEZ

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0862-01-046	DATE OF SURVEY: 07/13/09

EXISTING	TAKING	REMAINING	SHEET:
2.0 Ac.	0.352 Ac. (15,354 Sq Ft)	LEFT 1.648 Ac.	3 OF 3

Memo

From: GSK

To: Jose Pena, Hidalgo County Right-of-Way Director

Date: May 10, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

---

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owner:	WEMO, Inc.
Project:	FM681/FM2221
Parcel:	31 (legal descriptions attached)
TXDOT CSJ No.:	0669-01-052

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised December 3, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0669-01-052

Parcel 31
Property Description

A tract of land containing 0.168 acre (7,329 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 78, BLOCK 4, LA HOMA RANCH CITRUS GROVES UNIT 1,** recorded in Volume 7, Page 59, H.C.M.R., and said 0.168 acre (7,329 square feet) also being a part or portion of a 4.330 Acre tract of land deeded to Wemo Inc., recorded in Volume 1225, Page 431, H.C.D.R., by Ana & Hector Chapa on October 29, 2003, and said 0.168 acre (7,329 square feet) also being more particularly described as follows;

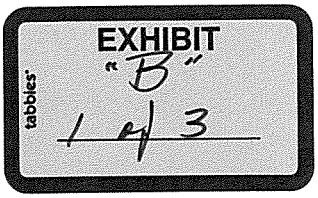
COMMENCING on the southwest corner of said Wemo Inc. tract;

THENCE N 08° 52' 11" E (N 8° 55' E), along the West line of said Wemo Inc. tract, a distance of 820.23 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for the southwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1038235.83 and Y=16642069.22. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** N 08° 52' 11" E (N 8° 55' E), continuing along the West line of said Wemo Inc. tract, a distance of 37.17 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the South right-of-way line of FM 681, for the northwest corner of this tract;

2. **THENCE** S 81° 02' 00" E (S 81° 10' E), along the South right-of-way line of said FM 681, a distance of 205.58 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract;

3. **THENCE** S 08° 52' 11" W (S 8° 55' W), a distance of 35.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed South right-of-way line of FM 681, for the southeast corner of this tract;



4. **THENCE** N 81° 02' 00" W, along the proposed South right-of-way line of FM 681, a distance of 20.26 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

5. **THENCE** along the proposed South right-of-way line of said FM 681 and said curve to the left with a radius of 7,925.00 feet, an interior angle of 01° 20' 24", an arc length of 185.35 feet, a tangent of 92.68 feet and a chord that bears N 81° 42' 14" W, a distance of 185.34 feet to the **POINT OF BEGINNING,** containing 0.168 acre (7,329 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

EXHIBIT "B" 2 of 3

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)

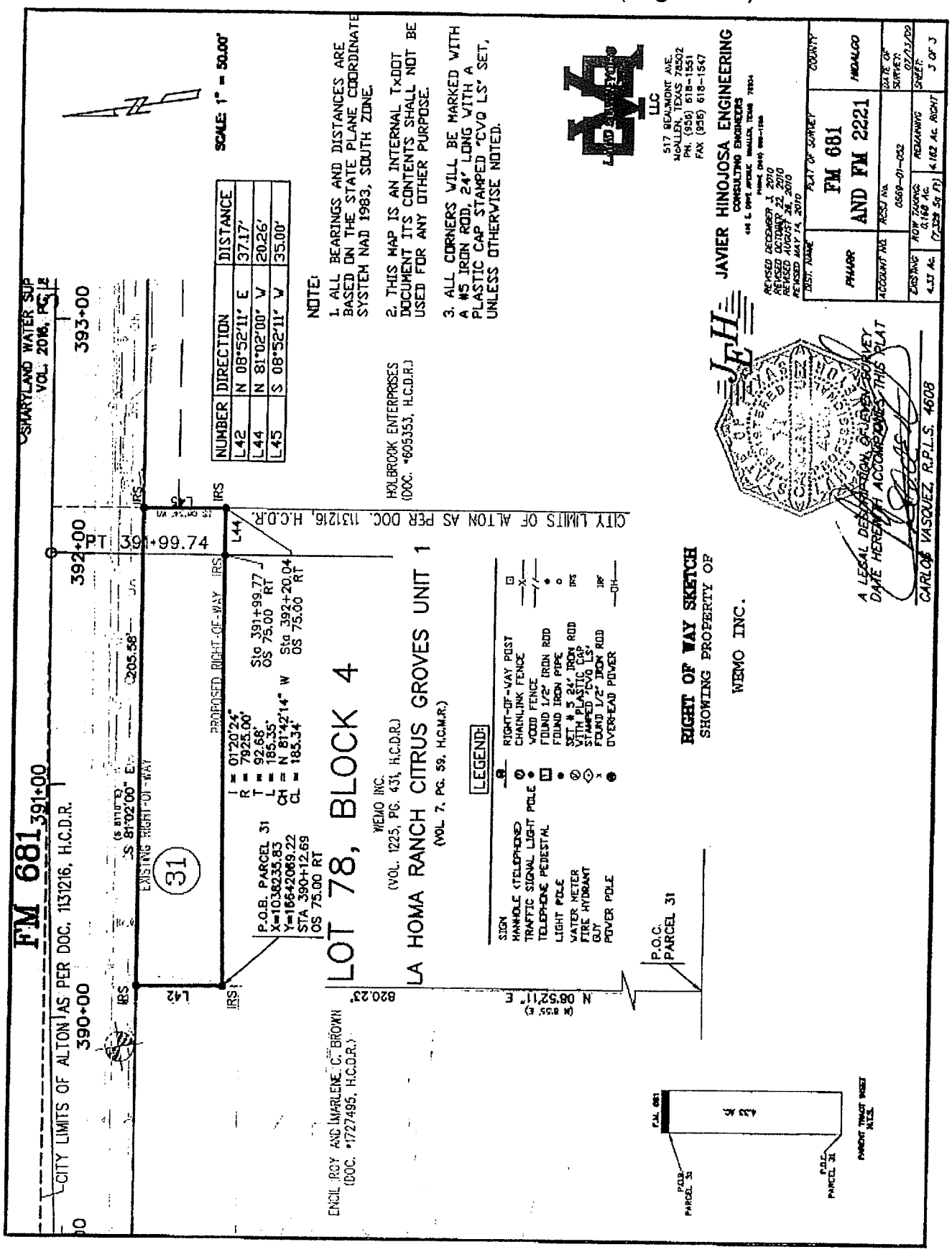


EXHIBIT "B" 3 of 3

Memo

From: GSK

To: SLC

Date: March 14, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

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We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owner:	Noelia Gomez
Project:	FM681/FM2221
Parcel:	36 (legal description attached)
TXDOT CSJ No.:	0669-01-052

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised October 8, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ:0669-01-052

Parcel 36
Property Description

A tract of land containing 0.087 acre (3,776 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-1,WEST ADDITION TO SHARYLAND,** recorded in Volume 1, Page 56, H.C.M.R., and said 0.087 acre (3,776 square feet) also being a part or portion of a 6.060 Acre tract of land deeded to Noelia Gomez, recorded in Document No. 942690, H.C.D.R., by Noel Rodriguez on February 12, 2001, and said 0.087 acre (3,776 square feet) also being more particularly described as follows;

COMMENCING on southeast corner of said Gomez tract;

THENCE N 52° 27' 59" W along the North line of said Gomez tract, a distance of 858.52 feet to a point of curvature; **THENCE,** along said curve to the right with a radius of 361.48 feet, an interior angle of 40° 50' 02", an arc length of 257.62 feet, a tangent of 134.56 feet and a chord that bears N 31° 04' 54" W, a distance of 252.20 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed East right-of-way line Inspiration Road, for an outside corner of this tract and the **POINT OF BEGINNING;** having surface coordinates of X=1039110.95 and Y=16641734.27. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 08° 31' 13" W, along the proposed East right-of-way line of said Inspiration Road, a distance of 74.62 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an outside corner of this tract;

2. **THENCE** S 16° 05' 46" W, along the proposed East right-of-way line of said Inspiration Road, a distance of 151.30 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East right-of-way line of said Inspiration Road, for the southern most corner of this tract;

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised October 8, 2010
Parcel 36

3. **THENCE** N 08° 30' 00" E (NORTH), along the East right-of-way line of said Inspiration Road, a distance of 345.55 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature and the northern most corner of this tract;

4. **THENCE** along said curve to the left with a radius of 361.48 feet, an interior angle of 19° 31' 42", an arc length of 123.20 feet, a tangent of 62.21 feet and a chord that bears S 00° 54' 02" E, a distance of 122.61 feet to the **POINT OF BEGINNING,** containing 0.087 acre (3,776 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

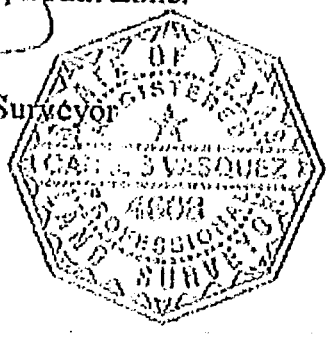
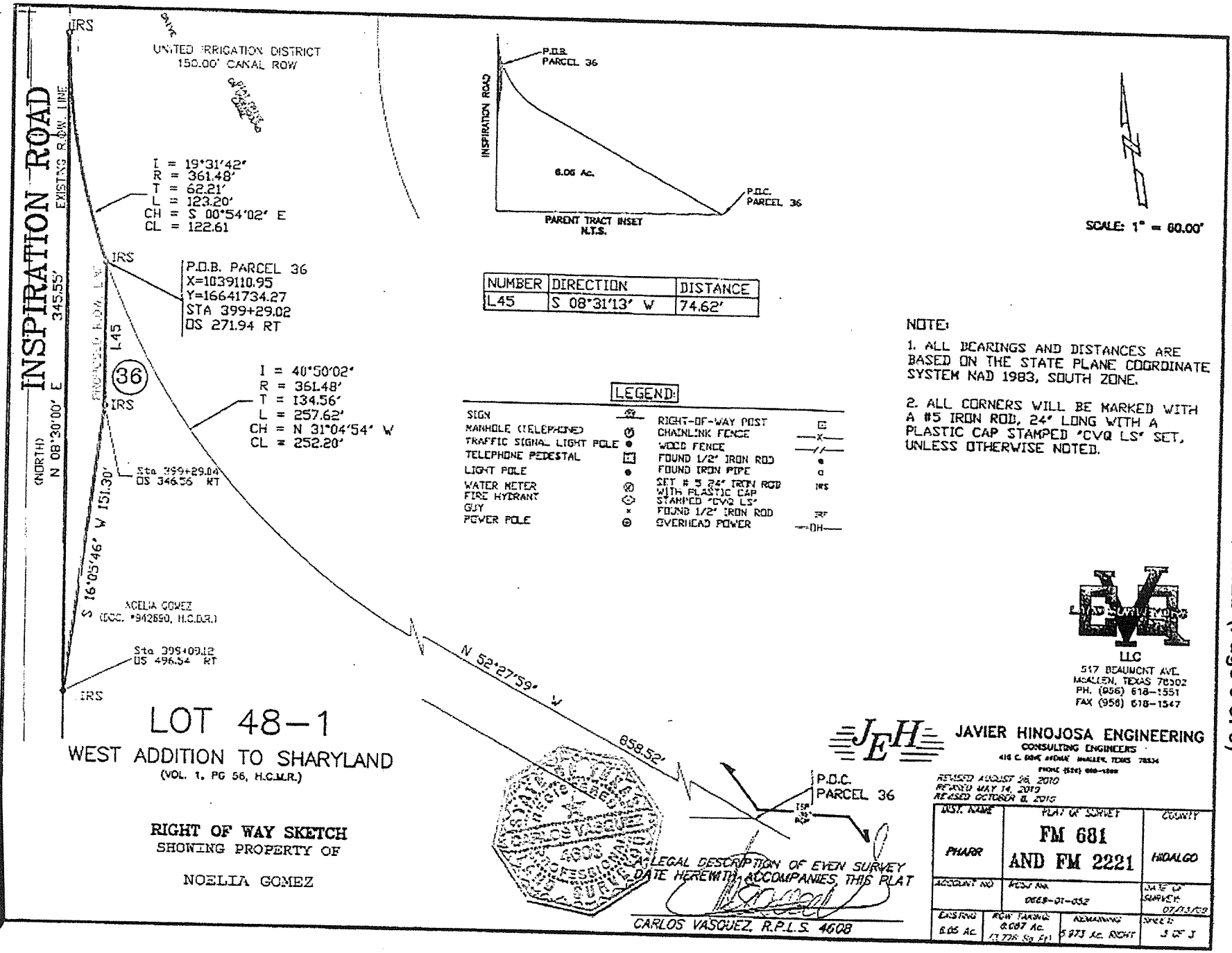


EXHIBIT "C" 2 of 3



SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)

EXHIBIT "A"

3 of 3

Memo

From: GSK

To: Jose Pena, Hidalgo County Right-of-Way Director

Date: May 11, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

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We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owner:	Kyong Taek Chong
Project:	FM681/FM2221
Parcel:	62 (legal descriptions attached)
TXDOT CSJ No.:	0669-01-052

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised September 21, 2011

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0669-01-052

Parcel 62
Property Description

A tract of land containing 0.758 acre (33,000 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 49-4, WEST ADDITION TO SHARYLAND,** recorded in Volume 1, Page 56, H.C.M.R., and said 0.758 acre (33,000 square feet) also being a part or portion of a 10.000 Acre tract of land deeded to Kyong Tack Chong, recorded in Document No. 2238144, H.C.D.R., by Rancho Santa Fe Cattle Company, a Texas Corporation on August 31, 2011, and said 0.758 acre (33,000 square feet) also being more particularly described as follows;

COMMENCING on the northwest corner of said 10.0 Acre Tract;

THENCE S 08° 33' 34" W (SOUTH), along the West line of said 10.0 Acre Tract, a distance of 877.50 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 681, for the northwest corner of this tract and the **POINT OF BEGINNING;** having surface coordinates of X=1043430.46 and Y=16641477.59. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 81° 28' 07" E, along the proposed right-of-way line of said FM 681, a distance of 440.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the east line of said 10.0 acre tract, for the northeast corner of this tract;

2. **THENCE** S 08° 33' 34" W (SOUTH), along the East line of said 10.0 Acre Tract, a distance of 75.00 feet to an iron pipe found on the North right-of-way line of said FM 681, being the southeast corner of said 10.0 Acre Tract, for the southeast corner of this tract;

EXHIBIT "D" 1 of 3

3. **THENCE** N 81° 28' 07" W (WEST), along the North right-of-way line of said FM 681, a distance of 440.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the southwest corner of said 10.0 Acre Tract, for the southwest corner of this tract;

4. **THENCE** N 08° 33' 34" E (NORTH), along the West line of said 10.0 Acre Tract, a distance of 75.00 feet to the **POINT OF BEGINNING**, containing 0.758 acre (33,000 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

STATE OF TEXAS
REGISTERED
CARLOS G VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "D" 2 of 3

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)

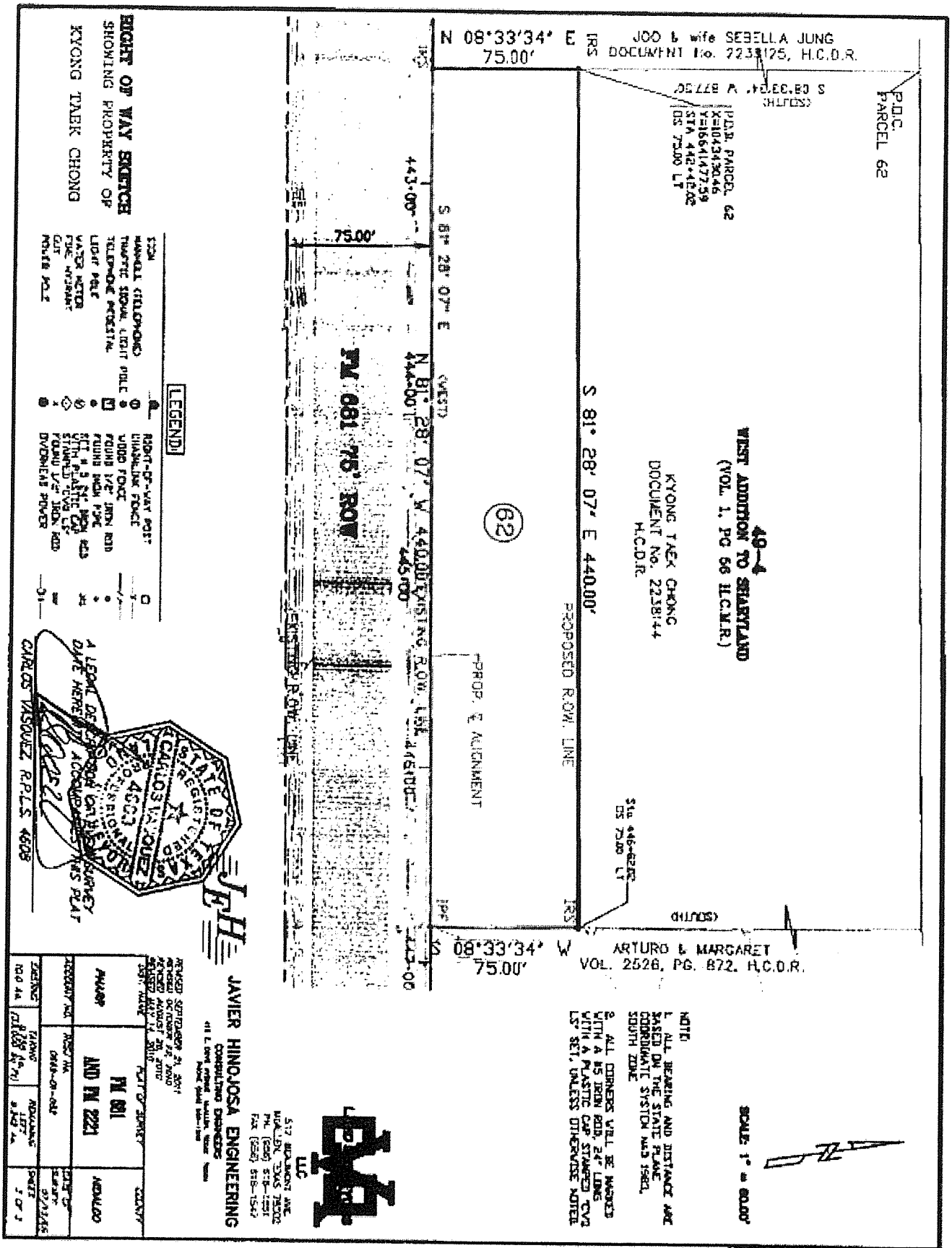

EXHIBIT "D" 3 of 3

Memo

From: GSK

To: Jose Pena, Hidalgo County Right-of-Way Director

Date: May 10, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

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We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owner:	Sonia Muniz
Project:	FM681/FM2221
Parcel:	68 (legal descriptions attached)
TXDOT CSJ No.:	0669-01-052

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0669-01-052

Parcel 68
Property Description

A tract of land containing 0.009 acre (391 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-5, WEST ADDITION TO SHARYLAND,** recorded in Volume 1, Page 56, H.C.M.R., and said 0.009 acre (391 square feet) also being a part or portion of a 0.800 acre tract of land deeded to Sonia Muniz, recorded in Document No. 1064191, H.C.D.R., by Ramiro Ramos on March 20, 2002, and said 0.009 acre (391 square feet) also being more particularly described as follows;

COMMENCING on the southeast corner of 0.80 acre tract;

THENCE N 45° 16' 50" W (N53°50'W), along the North line of said 0.80 acre tract, a distance of 254.23 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed East right-of-way line of Trosper Road, for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1044256.00 and Y=16640849.12. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 16° 08' 41" W, along the proposed East right-of-way line of said Trosper Road, a distance of 73.68 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the east right-of-way of said Trosper Road, for a corner of this tract;

2. **THENCE** N 08° 32' 24" E (NORHT), along the east right-of-way of said Trosper Road, a distance of 80.17 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the north line of said 0.80 acre tract, for the northwest corner of this tract;

EXHIBIT "E" 1 of 3

3. **THENCE** S 45° 16' 50" E (S53°50'E), along the north line of said 0.80 acre tract, a distance of 12.08 feet to the **POINT OF BEGINNING**, containing 0.009 acre (391 square feet), more or less.

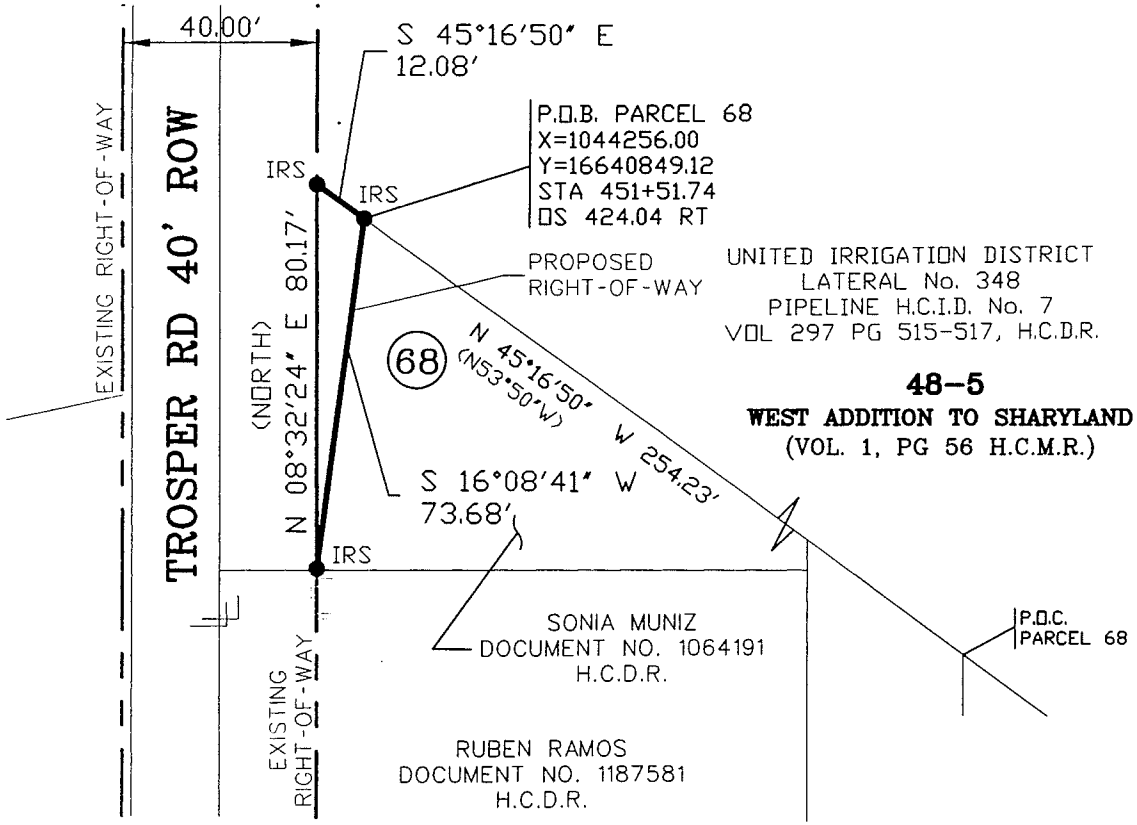
A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
"E"
2 of 3
tabbies

EXHIBIT "E" 3 of 3



SCALE: 1" = 40.00'

NOTE:

1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24' LONG WITH A PLASTIC CAP STAMPED 'CVQ LS' SET, UNLESS OTHERWISE NOTED.

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

SONIA MUNIZ

LEGEND:

SIGN		RIGHT-OF-WAY POST	
MANHOLE (TELEPHONE)		CHAINLINK FENCE	—X—
TRAFFIC SIGNAL LIGHT POLE		WOOD FENCE	—//—
TELEPHONE PEDESTAL		FOUND 1/2" IRON ROD	
LIGHT POLE		FOUND IRON PIPE	
WATER METER		SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED 'CVQ LS'	IRS
FIRE HYDRANT			
GUY		FOUND 1/2" IRON ROD	IRF
POWER POLE		OVERHEAD POWER	—OH—

STATE OF TEXAS REGISTERED CARLOS VASQUEZ 4608 PROFESSIONAL LAND SURVEYOR

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0669-01-052	DATE OF SURVEY: 07/13/09

EXISTING	TAKING	REMAINING RIGHT	SHEET:
.800 Ac.	0.009 Ac. (391 Sq Ft)	0.791 Ac.	3 OF 3

AI-32421 **Right of Way 16. B.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization for the County Judge to Execute Earnest Money Contract from the City of Edinburg on the Airport Property.

BACKGROUND

Attachments

Earnest Money Contract- City of Edinburg/Airport Property

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:12 AM
Olga Garza	Olga Garza	05/18/2012 02:38 PM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Rebecca Gomez Started On: 05/16/2012 04:05 PM

Final Approval Date: 05/18/2012

EARNEST MONEY CONTRACT

Seller:	County of Hidalgo,Texas
Purchaser:	City of Edinburg, Texas
Escrow Agent:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539

In accordance with the provisions of Section 272.001(b) of the Texas Local Government Code, Seller and Purchaser both have the power of eminent domain Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Nine Hundred Forty Two Thousand Three Hundred Five Dollars ($942,305.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $10,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 Termination Option. For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller One Thousand Dollars ($1000.00) (Option Fee) within 7 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within Ninety (90) days after the Effective Date of this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental

condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto except that one certain Farm Lease by and between Seller and Matias Pena, Jr. dba Pena Farms ("the Farm Lease").

K. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser true copies of all

instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

ARTICLE V

SURVEY

Seller shall furnish Purchaser a copy of the survey of the Property in the possession of the Seller ("Sellers Survey"). Purchaser in addition or as an alternative may within forty-five (45) days from the Effective Date, at its sole cost and expense, obtain and deliver to Seller one (1) copy and one (1) copy to the Title Company of Purchaser's Survey ("Purchaser's Survey") containing a current minimum standard detail requirements for land title surveys, a survey obtained by Purchaser ("Purchaser") prepared by a registered public surveyor licensed in the State of Texas and approved by PURCHASER showing the Property, together with a corresponding metes and bounds field-notes description of the Property in Exhibit "A". If Purchaser elects to rely on Seller's Survey Purchaser within thirty (30) days from the Effective Date, deliver Seller's Survey to the Title Company. If Purchaser elects to obtain a survey at Purchaser's expense Purchaser shall ensure Purchaser's Survey and description shall be prepared in a form acceptable to PURCHASER and to permit the Title Company to delete the standard survey exception. The Survey shall include the plotting and permanent location of easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. Purchaser's Survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property. The surveyor shall additionally calculate and indicate on the Purchaser's Survey the square footage, expressed to five significant figures, and the square feet of land contained within the boundaries of the Property and the square feet within any easement, right-of-way, or encroachment, each expressed to five significant figures. The surveyor shall additionally calculate and indicate on the Purchaser's Survey the acreage and square feet of land within the boundaries of the Property, if any, that lie within the 100-year flood plan (as defined in 44 Code of Federal Regulations, '59.1), or flood hazard zone or fault zone (herein collectively referred to as "Hazard Zone"). Purchaser's Survey shall contain a certification signed by the surveyor, in form acceptable to the Title Company and PURCHASER.

If either Seller's Survey or if Purchaser obtained its own survey, Purchaser's Survey shows any matters that are objectionable to PURCHASER, PURCHASER shall so notify OWNER within thirty (30) days from the date of PURCHASER'S receipt of either Seller's Survey or if applicable Purchaser's Survey. Upon the expiration of said (30) day period, PURCHASER shall be deemed to have accepted all matters disclosed on the applicable Survey (except for any matters to which notice under the preceding sentence has been given to OWNER) and such matters may be shown as Permitted

Exceptions on the owner policy of title insurance required of Purchaser under this Option Contract. OWNER shall, within fifteen (15) days of receipt of said notice of objections, have the option, in its sole discretion, of either (i) terminating this Option Contract, in which event all Option Payments received by Owner hereunder shall be returned to PURCHASER and neither party shall have any further obligations to the other or (ii) clearing the objections so specified.

5.1 Purchaser shall have a period of twenty (20) business days following the date of receipt by Purchaser of the latter of either Seller's Survey or if applicable Purchaser's Survey described in Article 5 hereof to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.2 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE VI

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have ninety (90) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All

entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VII

CLOSING

7.1 Closing shall be held within thirty (30) days following the date of the expiration of the Feasibility Study described in Article V hereof at the office of Valley Land and Title Co., Edinburg, Texas at the time as may be agreed upon by the parties.

7.2 At the Closing Seller shall deliver to Purchaser the following:

A. Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. Assignment of Farm Lease

C. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

D. Possession of the Property

7.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VIII

ADJUSTMENTS AND EXPENSES

8.1 If applicable, Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

8.2 Purchaser shall pay costs of recording instruments presented by the Seller, and the Purchaser's Survey if applicable. The cost of the Owner Policy of Title Insurance, tax certificates, and all other expenses of Closing shall be paid by Purchaser.

8.3 Seller and Purchaser shall each pay their respective attorney's fees.

ARTICLE IX

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE X

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE XI

CONDEMNATION AND CASUALTY LOSS

11.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to

Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

11.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

11.3 Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

ARTICLE XII

LIENS AND TAXES

12.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

12.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XIII

ASSIGNMENT

13.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIV

SURVIVAL

14.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XV

MISCELLANEOUS

15.1 Time shall be of the essence of this Contract.

15.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

15.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

15.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

15.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

15.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

15.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

15.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

15.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

15.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

15.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article X. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

15.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent

required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

15.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2012 Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficient 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.

The date of this Contract is the _____ day of _____, 2012 (the "Effective Date").

SELLER:

County of Hidalgo

By:_____
Ramon Garcia – County Judge

PURCHASER:

City Of Edinburg

By:_____
Richard Garcia – Mayor

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

ATTEST:

City Secretary

Receipt of a fully executed Contract and $10,000.00 earnest money in the form of a cashiers check are hereby acknowledged this ____ day of _____, 2010 at _____, _____.M.

ESCROW AGENT:

Valley Land and Title Co.

By:_____

Seller and Purchaser designate the following named attorneys to represent their

respective interest herein:

SELLER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

BUYER'S ATTORNEY:

STATE OF TEXAS
COUNTY OF HIDALGO

METES AND BOUNDS DESCRIPTION
126.455 ACRE TRACT "C"

BEING A 126.455 ACRE (5,508,389 S.F.) TRACT "C" OF LAND OUT OF THAT CERTAIN 301.06 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF HIDALGO, RECORDED IN DOCUMENT No. 2060139 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, ALSO BEING OUT OF TRACT 154, SAN SALVADOR DEL TULE GRANT SUBDIVISION, AS RECORDED IN VOLUME 10, PAGES 58-60, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 126.455 ACRES (5,508,389 S.F.) MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:;

BEGINNING at a 1/2-inch iron rod w/cap stamped RPLS # 4856 found at the common corner of the herein described tract and that certain 39.84 acre tract of land also known as Tract C1, and on the south boundary line of that certain 238.65 acre tract of land, recorded in Document No. 1971952 of the Official Records of Hidalgo County, Texas, for the northeast corner of the herein described tract, from which the northeast corner of Tract 154-B, bears South 80°14'34" East, a distance of 446.46 feet to a 1/2-inch iron w/cap stamped RPLS # 4856 found at the common corner of the aforementioned 301.06 acre tract and that certain 300 acre tract of land, recorded in Volume 1419, Page 379 of the Deed Records of Hidalgo County, Texas;

THENCE, South 08°46'31" West, along the common boundary line of said 39.84 acre Tract "C1", and said 126.455 acre Tract "C", a distance of 864.27 feet to a 5/8 inch iron rod set with cap stamped "DLS BNDRY MKR", for an interior corner of this tract;

THENCE, South 27°16'03" West, along the common boundary line of said 39.84 acre Tract " C1", and said 126.455 acre Tract "C", a distance of 297.86 feet to a 5/8 inch iron rod set with cap stamped "DLS BNDRY MKR", for an interior corner of this tract;

THENCE, South 53°38'28" West, along the common boundary line of said 39.84 acre Tract "C1", and said 126.455 acre Tract "C", a distance of 2044.55 feet to a 5/8 inch iron rod set with cap stamped "DLS BNDRY MKR", for an interior corner of this tract;

THENCE, North 81°19'38" West, along the common boundary line of said 39.84 acre Tract "C1", and said 126.455 acre Tract "C", a distance of 345.87 feet to a 5/8 inch iron rod set with cap stamped "DLS BNDRY MKR", for an interior corner of this tract;

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

THENCE, North 36°17'44" West, along the common boundary line of said 39.84 acre Tract "C1", and said 126.455 acre Tract "C", a distance of 1138.00 feet to a 1/2-inch iron rod w/cap stamped RPLS # 4856 found on the west boundary line of aforementioned 301.06 acre tract and on the east boundary line of the aforementioned 238.65 acre tract, and at the most westerly northwest corner of said 39.84 acre tract "Tract C1", for the most westerly southwesterly corner of this tract;

THENCE, North 09°14'21" East, along the common boundary line of said 301.06 acre tract and said 238.65 acre tract, at a distance of 350.35 feet pass a found 1/2-iron rod stamped # 4856, at a distance of 1751.40 feet pass a found 1/2-inch iron rod stamped RPLS # 4856 and continuing for a total distance of 1838.65 feet to a 1/2-iron rod stamped RPLS # 4856 found, for the northwest corner of said 301.06 acre tract and an interior corner of said 238.65 acre tract, for the northwest corner of this tract;

THENCE, South 80°14'34" East, along the common boundary line of said 301.06 acre tract, and said 238.65 acre tract, a distance of 2673.87 feet the **POINT OF BEGINNING** of the herein described tract of land, containing 126.455 acres (5,508,389 S.F.), more or less.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

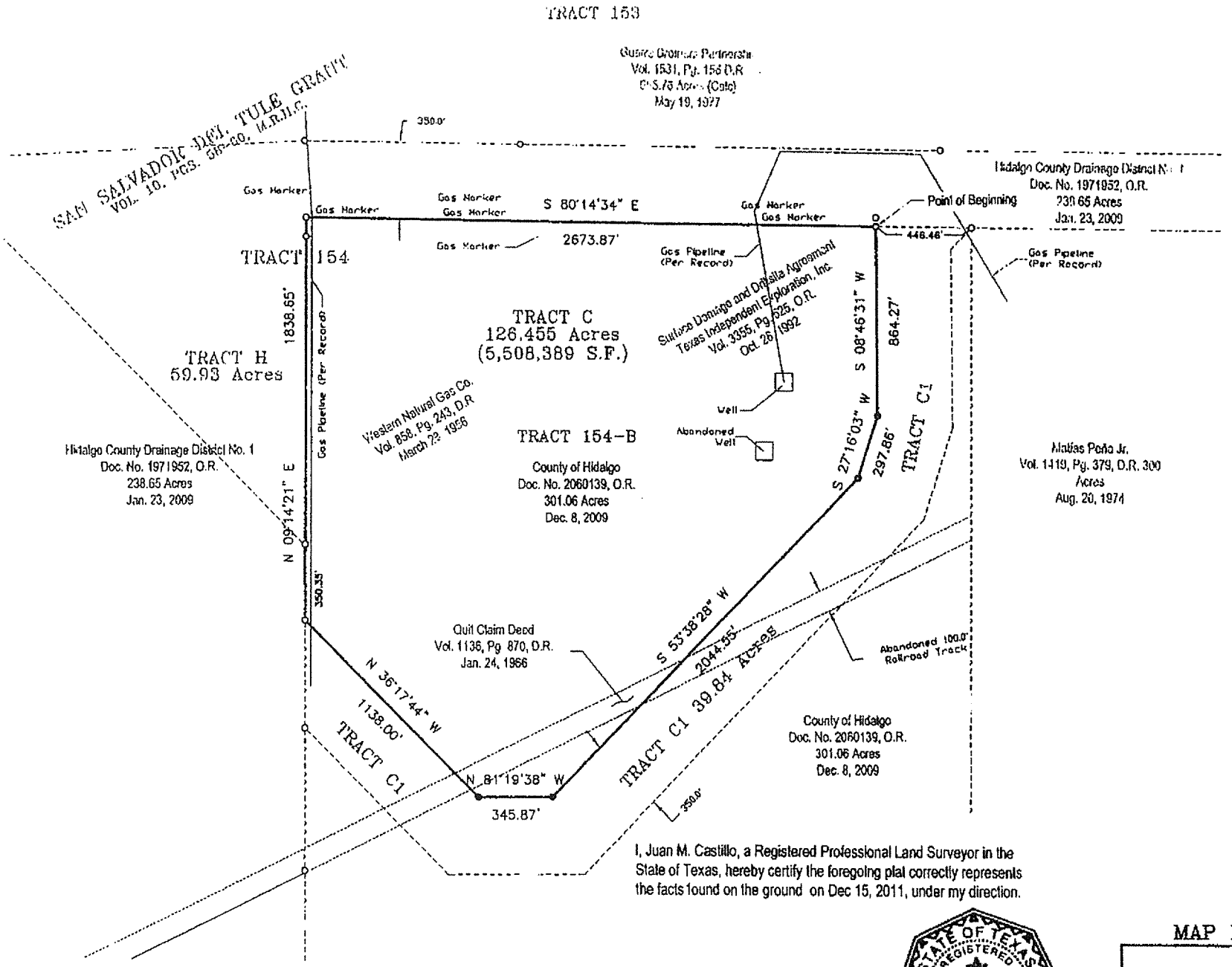
A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of records for the subject tract is recorded in Document No. 2060139 of the Official Records of Hidalgo County, Texas.

Juan M. Castillo 1-4-2012

Juan M. Castillo, R.P.L.S. No. 6146

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194



GENERAL NOTES:

1. Bearings are Grid Coordinate Syste
2. Original survey pl copies are null an
3. This survey was r and may contain shown.
4. O Indicates a four RPLS #4856, u
5. ⊙ Indicates a 5/8 i BNDY MRKR",
6. D.R.H.C.- Indicate
7. O.R.H.C.- Indicate
8. M.R.H.C.- Indicat

I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify the foregoing plat correctly represents the facts found on the ground on Dec 15, 2011, under my direction.

Juan M. Castillo, R.P.L.S. 6146

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR

BOUNI
OF 126.4
OUT OF
SAN SALVADO
VOLUME 1
MAP RECORDS OF

DLS
Das Land Surveying
1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8194

VENDOR NO. 10001 CHECK DATE 05/11/2012 CK. NO. 36552

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
EARNEST MONEY CTR	05/11/12	AIRPORT PROPERTY	10000.00	0.00	10000.00
VALLEY LAND TITLE, TRUSTEE			10000.00	0.00	10000.00

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

THE CITY OF EDINBURG

FINANCE DEPARTMENT
P.O. BOX 1079
EDINBURG, TEXAS 78540

First National Bank
Edinburg, Texas

CHECK DATE	CHECK NO.
05/11/2012	36552

AMOUNT
*****10,000.00

PAY TEN THOUSAND DOLLARS AND 00 CENTS

TO THE ORDER OF
VALLEY LAND TITLE, TRUSTEE
217 WEST CANO
EDINBURG, TX 78539

RUB RED IMAGE - DISAPPEARS WITH HEAT.

Shu M Sail
City Manager
AUTHORIZED SIGNATURE

Asuncion Olmos
AUTHORIZED SIGNATURE Director of Finance

SECURITY FEATURES INCLUDED, DETAILS ON BACK.

SEE BACK FOR ARTIFICIAL WATERMARK

⑈036552⑈ ⑆114921415⑆ ⑈013 201 2⑈

AI-32293 **Planning Department 17. A.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Release of Letter of Credit
a. El Toro Mobile Home and RV Park Subdivision – Pct. 3 (Duane Gord)

BACKGROUND

Attachments

El Toro MH & RV Park; Release

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/09/2012 04:49 PM
Olga Garza	Olga Garza	05/10/2012 11:16 AM
Auditor's Office	Arcilia Duran	05/17/2012 11:04 AM
Purchasing Department	Marty Salazar	05/17/2012 01:38 PM

Form Started By: Nora Cavazos Started On: 05/09/2012 03:41 PM

Final Approval Date: 05/17/2012

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

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **MAY 9, 2012**

Re: **EL TORO MOBILE HOME & RV PARK SUBDIVISION – PCT. 3**

ON APRIL 02, 2002, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. LETTER OF CREDIT NO.1036003451 FROM CITIZENS FIRST NATIONAL BANK IN THE AMOUNT OF $19,500.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THE REMAINING SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $19,500.00. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY TWO (32) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO A RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $19,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

*** * * END OF MEMORANDUM * * ***

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

Citizens FIRST NATIONAL BANK
MEMBER FDIC
128 SOUTH DEPOT STREET, P.O. BOX 217
SOMONAUK, IL 60552
PHONE: (815) 498-2396
FAX: (815) 498-2677
www.citizens1st.com

APPENDIX 4: MODEL RULES EXHIBITS

IRREVOCABLE LETTER OF CREDIT NO. 1036003451

TO: County Judge (in his or her official capacity) Hidalgo County, Texas

DATE: April 21, 2012

We hereby authorize you to draw at sight on Citizens First National Bank, for the account of James F. Gord (the Customer), up to the aggregate amount of Nineteen Thousand Five Hundred DOLLARS ($19,500.00) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated April 21, 2012, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on 4/21/2013 by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

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Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Address of Issuer:
128 Depot Street
Somonauk, IL 60552

Signature of Issuer's Authorized Officer

Printed Name: Kenneth W Grams
Title: Exec. V.P. & CCO

EL TORO MOBILE HOME &
RV PARK SUBDIVISION

Hidalgo County Planning Department

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

MAY 3 2012

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: EL TORO MOBILE HOME & RV PARK

Dear Mr. Sesin:

According to our records, 32 out of 32 lots/spaces in **EL TORO MOBILE HOME & RV PARK** have septic tank systems installed and can be expected to function properly. **EL TORO MOBILE HOME & RV PARK** is located at 2 ½ mile East Goodwin Rd. in Mission, Tx
Sincerely,

Elizardo "Chardo" Ramos

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-32424 **Planning Department 17. B.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. San Clemente Subdivision – Pct.4 (Herb Scurlock)

2. Final Approval
a. RBA Donna Subdivision – Pct. 1 (Eloy T. Garcia)
b. Aurora Valley Phase I Subdivision – Pct. 4 (M.L. Rhodes)
c. Re-Subdivision of Lot 8 Victoria North Unit No.2 – Pct.1 (Juan Ozuna)
d. CIMA Subdivision – Pct. 3 (Gary Maloney)

3. Reimbursement of a Cash Deposit
b. El Toro Acres Subdivision – Pct. 3 (El Toro Builders, Inc.)
b. Hutton No. 7 Subdivision – Pct. 3 (Karen Hutton)

4. Discussion and Possible Action on Utility Certificate Policy on large platted lots (between 5 and 10 acres)

BACKGROUND

Attachments

San Clemente; Preliminary
San Clemente; P Plat
RBA Donna; Final
RBA Donna; F Plat
Aurora Valley Ph I; Final
Aurora Valley Ph I; Plat
Resubd. of Lot 8 Victoria No. 2; Final
Resubd of Lot 8 Victoria; Plat
Cima Subd; Final
Cima; F Plat
El Toro Acres; Reimburse
Hutton No. 7; Reimburse
Utility Certificate Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:20 AM
Olga Garza	Olga Garza	05/18/2012 11:31 AM

Purchasing Department Monica Badillo 05/18/2012 04:53 PM

Form Started By: Nora Cavazos Started On: 05/16/2012 04:26 PM

Final Approval Date: 05/18/2012

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: May 16, 2012

RE: **San Clemente Subdivision – Pct. 4**
Preliminary Approval

San Clemente Subdivision is a forty seven (47) lot subdivision located on the West side of North 83RD Road approximate 300 feet North of Mile 17 ½ North Road.

The proposed Subdivision lies within the rural area of the Hidalgo County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 24, 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 a storm drainage pipe system discharging into the Hidalgo County Drainage District No.1 drain ditch adjacent to the west property line.

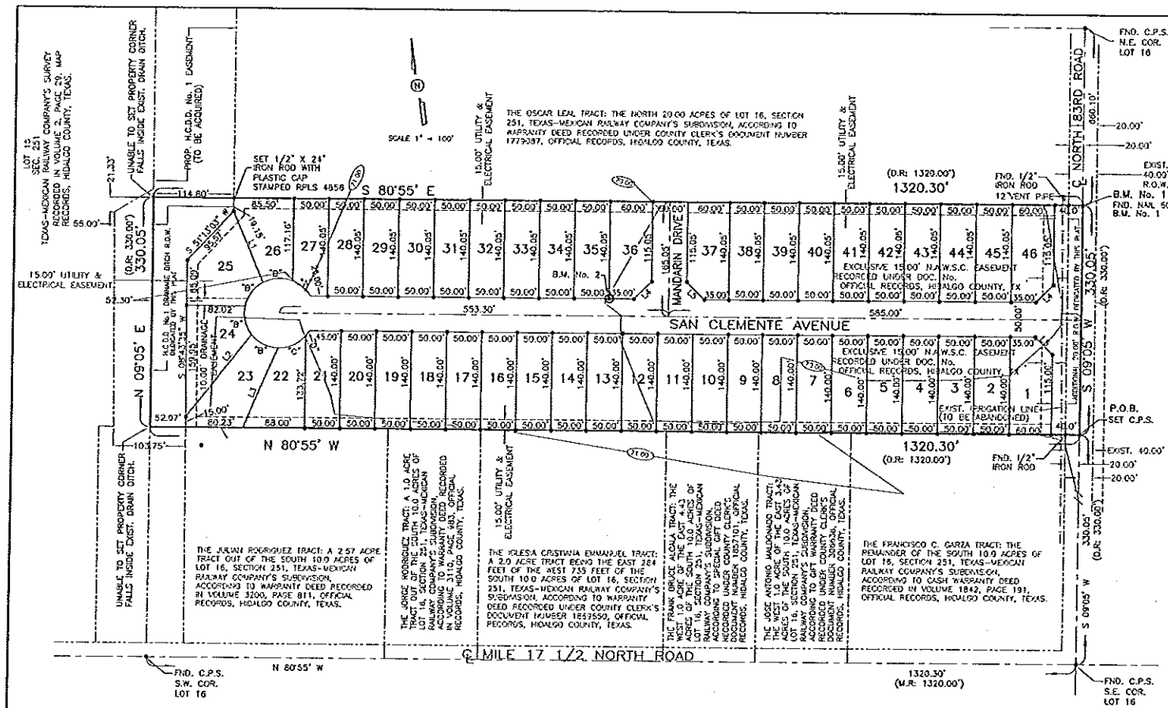
The proposed subdivision plat was reviewed and approved by J. Benito Rodriguez, ROW Agent on November 14, 2011 subject to an additional 20 feet of right of way for the future relocation of the existing irrigation line and a release of easement from the irrigation district for the additional 20 feet of R.O.W. for North 83rd Road. The proposed subdivision plat will dedicate twenty (20) feet on North 83rd Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by N.A.W.S.C. There is an existing eight (8) inch sewer line on Zeke Ave. (North San Carlos Estates Subd. Phase II) that will serve as the primary collector of wastewater for the proposed development.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Mile 17 ½ North 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 26, 2012. The applicant has submitted the required Small 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 **May 15, 2012** subject to staff comments, future recommendations by Planning and other departments.



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
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
COMMUNITY-PANEL NUMBER 480334 0325 D
MAP REVISED: JUNE 6, 2000 (LOMR DATE MAY 17, 2001)

2.- LEGEND ● - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858, UNLESS OTHERWISE NOTED.

3.- SETBACKS: MINIMUM REQUIREMENTS-OWNER MAY DESIGNATE STRICTER REQUIREMENTS.

FRONT	25.00 FEET
FRONT-CUL DE SAC	15.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
GARAGE	18.00 FEET
CORNER SIDE	10.00 FEET

OR EASEMENT WHICH-EVER IS GREATER IN ALL CASES

4.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=71.25 FND. NAIL 600 AT THE NORTHEAST CORNER OF OF PROP. SUBD. NAVD 88 DATUM.
B.M. No.2.- ELEVATION=70.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHWEST CORNER OF LOT 36. N.A.V.D. 88 DATUM.

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 10,357.22 CUBIC FEET 0.24 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 3B.

8.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES NATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

10.- 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.

11.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.- THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE NORTH ALAMO WATER SUPPLY CORP.
CLEARANCES FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

14.- ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P).

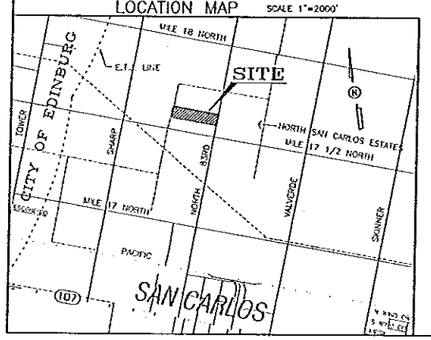
AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	8,400.00	0.193
2-20	7,009.00	0.161
21	6,931.04	0.160
22	7,545.31	0.174
23	8,531.87	0.197
24	8,769.79	0.202
25	9,093.53	0.207
26	8,084.95	0.184
27	6,671.44	0.153
28-35	7,002.50	0.161
36-37	6,234.77	0.143
38-45	7,002.50	0.161
46	8,030.50	0.187

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 15°13'10" W	104.77'
L2	N 46°23'46" E	149.44'
L3	S 31°54'41" W	124.79'
L4	S 54°05'00" W	35.35'
L5	N 35°55'00" W	35.35'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	38°31'45"	50.00'	33.62'
"B"	50°00'00"	50.00'	43.63'
"C"	51°29'10"	50.00'	44.91'
"D"	10°00'05"	50.00'	8.73'

LOCATION MAP

SCALE 1"=2000'



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN CLEMENTE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
SAN CLEMENTE SUBDIVISION, IS LOCATED IN EASTERN HIDALGO COUNTY ON WEST SIDE OF NORTH 83RD ROAD NORTH APPROXIMATELY 330.05 FEET NORTH OF MILE 17 1/2 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). SAN CLEMENTE SUBDIVISION, LIES APPROXIMATELY 3.65 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	HERB SCURLOCK	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386-0726	(956)380-4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

SAN CLEMENTE SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE NORTH 10.0 ACRES OF THE SOUTH 20.0 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1578610, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE NORTH 10.00 ACRES OF THE SOUTH 20.0 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1578610, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 16 AND IN THE CENTERLINE OF NORTH 83RD ROAD FOR THE NORTHEAST CORNER OF THE FRANCISCO C. GARZA TRACT (REMAINDER OF THE SOUTH 10.00 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO CASH WARRANTY DEED RECORDED IN VOLUME 1842, PAGE 191, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 09°05' E, 330.05 FEET (DEED RECORD: 330.00 FEET) FROM THE SOUTHEAST CORNER OF LOT 16,

THENCE; N 80°55' W, ALONG THE NORTH LINE OF THE FRANCISCO C. GARZA TRACT, THE NORTH LINE OF THE JOSE ANTONIO MALDONADO TRACT (THE WEST 1.0 ACRE OF THE EAST 3.43 ACRES OF THE SOUTH 10.0 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO GIFT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3068638, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE NORTH LINE OF THE FRANK BRUCE ALCALA TRACT (THE WEST 1.0 ACRE OF THE EAST 4.43 ACRES OF THE SOUTH 10.0 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO SPECIAL GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1857101, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE NORTH LINE OF THE IGLESIA CRISTIANA EMMANUEL TRACT (A 2.0 ACRE TRACT BEING THE EAST 284.0 FEET OF THE WEST 735.0 FEET OF THE SOUTH 10.0 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859550, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE JORGE RODRIGUEZ TRACT (A 1.0 ACRE TRACT OUT OF THE SOUTH 10.0 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 3110, PAGE 933, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE NORTH LINE OF THE JULIAN RODRIGUEZ TRACT (A 2.57 ACRE TRACT OUT OF THE SOUTH 10.0 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 3200, PAGE 811, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF NORTH 83RD ROAD, PASSING A 1/2" IRON ROD FOUND AT 1,265.00 FEET FOR THE EAST LINE OF A DRAIN DITCH RIGHT OF WAY, A TOTAL DISTANCE OF 1,320.30 FEET (MAP RECORD: 1,320.00 FEET) TO A POINT ON THE WEST LINE OF LOT 16 FOR THE NORTHWEST CORNER OF THE JULIAN RODRIGUEZ TRACT AND THE SOUTHWEST CORNER OF THIS TRACT,

THENCE; N 09°05' E, ALONG THE WEST LINE OF LOT 16, A DISTANCE OF 330.05 FEET (DEED RECORD: 330.00 FEET) TO A POINT FOR THE SOUTHEAST CORNER OF THE OSCAR LEAL TRACT (THE NORTH 20.0 ACRES OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1779387, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT,

THENCE; S 80°55' E, ALONG THE SOUTH LINE OF THE OSCAR LEAL TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4858 SET AT 115.00 FEET FOR THE EAST LINE OF A DRAIN DITCH RIGHT OF WAY, PASSING A 1/2" IRON ROD FOUND AT 1,300.30 FEET FOR THE WEST RIGHT OF WAY LINE OF NORTH 83RD NORTH ROAD, A TOTAL DISTANCE OF 1,320.30 FEET (MAP RECORD: 1,320.00 FEET) TO A 60D NAIL FOUND ON THE EAST LINE OF LOT 16 AND IN THE CENTERLINE OF NORTH 83RD ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°05' W, ALONG THE EAST LINE OF LOT 16 AND THE CENTERLINE OF NORTH 83RD ROAD, A DISTANCE OF 330.05 FEET (DEED RECORD: 330.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH NORTH SAN CARLOS ESTATES PHASE 1, RECORDED IN VOLUME 44, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA R.P.L.S. No. 4858 — 10-17-11 DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the a 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 land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. 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____

HERB SCURLOCK, OWNER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, HERB SCURLOCK, AS OWNER OF OF THE 10.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN CLEMENTE SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
HERB SCURLOCK, OWNER DATE
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared HERB SCURLOCK known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2012

_____
LILIA A. QUINTANILLA- NOTARY PUBLIC

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 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 HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE ____ DAY OF _____, 20____

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

_____ _____
SECRETARY PRESIDENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN CLEMENTE SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____ _____

_____ _____
Hidalgo County Judge Date

ATTEST:
_____ _____
Hidalgo County Clerk Date

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 5-9-12 DATE

INDEX TO SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; HIDALGO COUNTY JUDGE CERTIFICATION; N.A.W.S.C. CERTIFICATE; HIDALGO COUNTY R.O.W. CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C.I.D. No. 1 CERTIFICATION; H.C.I.D. No.1 CERTIFICATION; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER, WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SYSTEM, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION. REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

REVISION NOTES				
No.	Sheet	Revision	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS	FILENAME I:\DATA\SURVEY\HIDALGO CO\SAN CLEMENTE SUBDIVISION\PLAT		
	DATE PREPARED: OCT 17, 2011	PREPARED BY: M. GONZALEZ	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

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: May 16, 2012

RE: **RBA Donna Subdivision – Pct. 1**
Final Approval

RBA Donna Subdivision is a one (1) lot commercial subdivision located on the West side of FM 493 approximate 600 feet North of Mile 9 ½ North 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 15, 2012. The proposed subdivision lies within a Zone "X" (un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be achieved by an onsite detention swale and a storm drainage pipe system discharging into a Donna Irrigation District Drain ditch north adjacent to the west property line.

The proposed subdivision plat was reviewed and approved by Roy Gonzales, ROW Agent on April 11, 2012. The proposed subdivision plat will dedicate ten (10) feet on FM 493 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

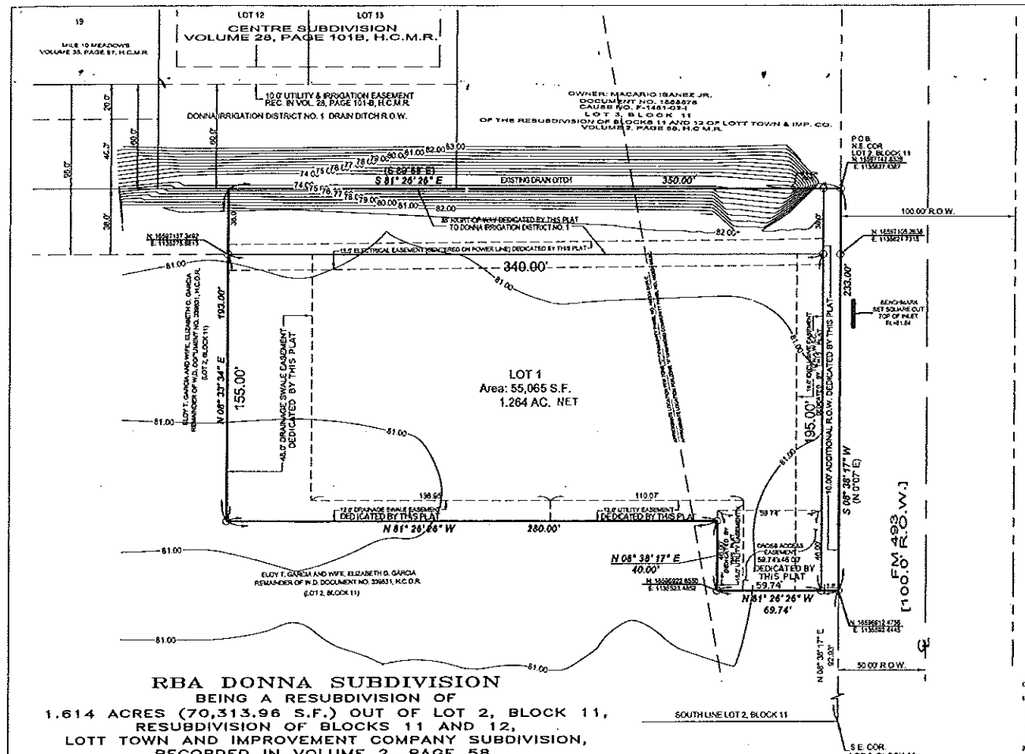
Sanitary Sewer Services will be provided by OSSF. Septic Tanks will be installed by lot owner at development permit stage.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on FM 493 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 05, 2012. The applicant has submitted the required small 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 Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on May 01, 2012. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **May 15, 2012.**



RBA DONNA SUBDIVISION

BEING A RESUBDIVISION OF
1.614 ACRES (70,313.96 S.F.) OUT OF LOT 2, BLOCK 11,
RESUBDIVISION OF BLOCKS 11 AND 12,
LOTT TOWN AND IMPROVEMENT COMPANY SUBDIVISION,
RECORDED IN VOLUME 2, PAGE 58,
HIDALGO COUNTY MAP RECORDS,
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 1.614 ACRES (70,313.96 SQUARE FEET) SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OF LOT 2, BLOCK 11, RESUBDIVISION OF BLOCKS 11 AND 12, LOTT TOWN AND IMPROVEMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2, PAGE 58, HIDALGO COUNTY MAP RECORDS, SAID LOT 2, BLOCK 11 WAS CONVEYED TO ELOY T. GARCIA AND ELIZABETH O. GARCIA BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NO. 339631, HIDALGO COUNTY OFFICIAL RECORDS, SAID 1.614 ACRES (70,313.96 SQUARE FEET) ALSO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR SET (NORTHING: 16597142.8302, EASTING: 1135527.4387) FOR THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 11 AND FOR THE NORTHEAST CORNER OF THIS TRACT, SAID CORNER BEING ON THE WEST RIGHT-OF-WAY LINE OF FM 493,

1. THENCE, S 08°38'17" W (N 07°07' E PLAT CALL) ALONG THE EAST LINE OF SAID LOT 2, BLOCK 11 AND THE EXISTING WEST RIGHT-OF-WAY OF FM 493 AT A DISTANCE OF 38.00 FEET PASS A NO. 4 REBAR SET (NORTHING: 16597105.2638, EASTING: 1135521.7315) TO A POINT ON THE SOUTH BOUNDARY LINE OF AN EXISTING EASEMENT CLAIMED BY DONNA IRRIGATION DISTRICT, CONTINUING A TOTAL DISTANCE OF 233.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16596912.4756, EASTING: 1135592.4443) FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, N 81°26'26" W AT A DISTANCE OF 10.00 FEET PASS A NO. 4 REBAR SET FOR THE HEREBY PROPOSED WEST RIGHT-OF-WAY LINE, CONTINUING A TOTAL DISTANCE OF 69.75 FEET TO A NO. 4 REBAR SET (NORTHING: 16596922.8550, EASTING: 1135523.4932) FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;

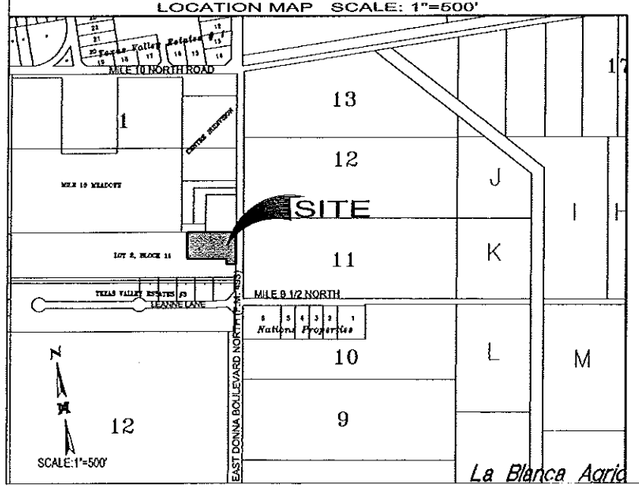
3. THENCE, N 08°38'17" E A DISTANCE OF 40.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16596962.4011, EASTING: 1135529.4927) AT AN INSIDE CORNER OF THIS TRACT;

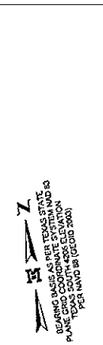
4. THENCE, N 81°26'26" W A DISTANCE OF 280.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16597004.6757, EASTING: 1135252.6115) FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;

5. THENCE, N 08°33'34" E AT A DISTANCE OF 155.00 FEET PASS A NO. 4 REBAR SET (NORTHING: 16597157.3492, EASTING: 1135275.6813) ON THE SOUTH BOUNDARY LINE OF SAID EXISTING EASEMENT CLAIMED BY DONNA IRRIGATION DISTRICT, CONTINUING A TOTAL DISTANCE OF 193.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, BLOCK 11 FOR THE NORTHWEST CORNER OF THIS TRACT;

6. THENCE, S 81°26'26" E (S 80°58' E PLAT CALL) ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 11, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.614 ACRES (70,313.96 SQUARE FEET) OF LAND, MORE OR LESS.

LOCATION MAP SCALE: 1"=500'





SCALE: 1"=40'

LEGEND

○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT

INDEX TO SHEET OF RBA DONNA SUBDIVISION

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RBA DONNA SUBDIVISION IS LOCATED IN THE SOUTHEASTERN AREA OF HIDALGO COUNTY, APPROXIMATELY 1,167 FEET SOUTH OF MILE 10 N. RD., ON THE WEST SIDE OF EAST DONNA BOULEVARD NORTH (F.M. 493). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY DONNA (POPULATION 17,668, 2000 CENSUS); RBA DONNA SUBDIVISION LIES APPROXIMATELY 1 MILE FROM THE CITY LIMITS (AND IS WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

SHEET 1:
HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION CERTIFICATION; ATTESTATION, ENGINEERING & SURVEYOR'S CERTIFICATION; CITY APPROVAL CERTIFICATION; COUNTY APPROVAL CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATION, DONNA IRRIGATION DISTRICT APPROVAL, H.C.D.D. No 1 APPROVAL, HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION, N.A.W.S.C. CERTIFICATION.

SHEET 2:
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION, MAP OF UTILITIES, TOPOGRAPHY AND DRAINAGE; CONSTRUCTION DETAILS; REVISION NOTES.

GENERAL PLAT NOTES CONTINUED

19. NO FILL OR PERMANENT STRUCTURE SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT INTERFERE WITH THE OPERATION OF DRAINAGE SWALE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

20. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THE DETENTION REQUIREMENTS ARE GREATER THEN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ELOY T. GARCIA and WIFE ELIZABETH O. GARCIA	616 SILVA DR	WESLACO, TX	(956) 373-5244	N/A
ENGINEER	KELLEY A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT:
ZONE "C" AND ZONE "X" (UNSHADED)
ZONE "C" & (SHADED) AS AREAS OF MINIMAL FLOODING, ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.
COMMUNITY PANEL NUMBERS: 480334 0435 C, MAP REVISED NOVEMBER 16, 1982, AND 480334 0440 C, MAP REVISED: JUNE 8, 2000, REVISED TO REFLECT L.O.M.R. MAY 30, 2002

2. SETBACKS
FRONT: 50 FEET OR EASEMENT, WHICHEVER IS GREATER
REAR: 15 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6 FEET OR EASEMENT, WHICHEVER IS GREATER

3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 12" ABOVE TOP OF CURB OR ASPHALT MEASURED AT THE CENTER OF THE LOT, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
SQUARE CUT ON CURB INLET LOCATED IN FRONT OF THIS SUBDIVISION
ELEV. = 41.84 NAVD 1988 E= 1135277.1218 N= 16597197.7718 NAD 83 TEXAS SOUTH 4205

5. DRAINAGE
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 1.89 DUE FEET (1.13 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED ON THE DRAINAGE REPORT, PAGE 1 OF 2 OF THIS PLAT

6. ON SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON SITE SEWAGE FACILITIES IN ACCORDANCE WITH TEC & 365 AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR COMPLIANCE WITH OSSF ON EACH LOT.

A. OSSF SYSTEM IS BEING SHALL BE DESIGNED FOR DISPOSAL OF COMMERCIAL SEWERAGE.

B. THE LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO BEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSOCIATED DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN 4 DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

7. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

8. ELOY T. GARCIA and WIFE ELIZABETH O. GARCIA, OWNER(S) & SUBGRANTEE(S) OF RBA DONNA SUBDIVISION RETAIN AN EASEMENT UPON THIS SUBDIVISION FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT

11. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

12. DEVELOPER/OWNER SHALL INSTALL A BUFFER FENCE ALONG THE NORTH PROPERTY LINE ABUTTING DRAINAGE DITCH.

13. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, CITY OF DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

14. 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 SCHOOLS & COMMERCIAL 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 GSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STIPULATIONS.

15. TXDOT DRIVEWAY ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY ENTRANCE ONTO EAST DONNA BOULEVARD NORTH (F.M. 493). TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

17. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY THE COUNTY

18. THE LOT IN RBA DONNA SUBDIVISION IS HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN OFF FROM LOT 1 IN RBA DONNA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE AREAS. OWNER(S) OF RBA DONNA SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) 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 EMPLOYMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEFECTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOT COMPRISING RBA DONNA SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE IN TEXAS APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING LOT 1 OF RBA DONNA SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND THE LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT 1 IN RBA DONNA SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAVE THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8258
FAX: (956) 488-8591
www.meldenandhunt.com

RIGHT OF WAY EASEMENT

KNOWN 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, A 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 LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJUDENT 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 COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE 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 A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE 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 THE 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 HAS EXECUTED THIS INSTRUMENT THE 23 DAY OF April, 20 12

(GRANTOR'S SIGNATURE) Elizabeth O. Garcia (GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Elizabeth O. Garcia KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23 DAY OF April, 20 12

Celestina Stewart
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2013

CELESTINA STEWART
Notary Public, State of Texas
My Commission Expires
August 26, 2013

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA DONNA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA

ON 14 DAY OF May, 20 12

MAYOR OF THE CITY OF DONNA — DATE 5/7/12

ATTEST: Martha Alvarado
SECRETARY OF THE CITY OF DONNA — DATE 5/7/12

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA DONNA SUBDIVISION WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA

ON 30th DAY OF April, 20 12

P&Z CHAIRMAN OF THE CITY OF DONNA — DATE 05/07/12

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA DONNA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON:

ATTEST:
HIDALGO COUNTY JUDGE — DATE
HIDALGO COUNTY CLERK — DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

WE, ELOY T. GARCIA and WIFE ELIZABETH O. GARCIA AS OWNERS OF THE 1.614 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RBA DONNA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), 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 LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ELOY T. GARCIA — 4-23-12 DATE
P.O. BOX 0353
WESLACO, TEXAS 78596

Elizabeth O. Garcia — 4-23-12 DATE
ELIZABETH O. GARCIA
P.O. BOX 0353
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ELOY T. GARCIA and WIFE ELIZABETH O. GARCIA, AND PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23 DAY OF April, 20 12.

Celestina Stewart
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES 8-26-2013

CELESTINA STEWART
Notary Public, State of Texas
My Commission Expires
August 26, 2013

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Kelley A. Heller-Vela 4-23-12
KELLEY A. HELLER-VELA, P.E. # 97421
DATE PREPARED: 03-12-2012
ENGINEERING JOB No. 12031.00

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF RBA DONNA SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 13, 2012, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

FRED L. KURTH, R.P.L.S. # 4750 — 4-23-12
DATE SURVEYED: 02-13-2012
F-935, PAGES 51-53 AND 73, AND T-927, PAGE 23
SURVEY JOB No. 12031.08

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DONNA IRRIGATION DISTRICT HIDALGO COUNTY #1

THIS PLAT IS HEREBY APPROVED BY THE DONNA IRRIGATION DISTRICT HIDALGO COUNTY #1, DATED THIS THE 20th DAY OF April, 20 12.

PRESIDENT — 4-20-12 DATE

ATTEST: Marcia Watson
SECRETARY — 4-20-12 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 DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE

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: May 16, 2012

RE: **Aurora Valley Phase I Subdivision – Pct. 4**
Final Approval

Aurora Valley Phase I Subdivision is an eighty five (85) lot subdivision located on the Northeast corner of Dillon Road and Canton Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 14, 2011. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by a Storm Drainage Pipe System discharging into the Donna Irrigation Drain Ditch along the North side of this subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on November 4, 2011. The proposed subdivision plat will dedicate twenty (20) feet on the North side of Canton Road and twenty (20) feet on the South side of Canton Road and twenty (20) feet on Dillon Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

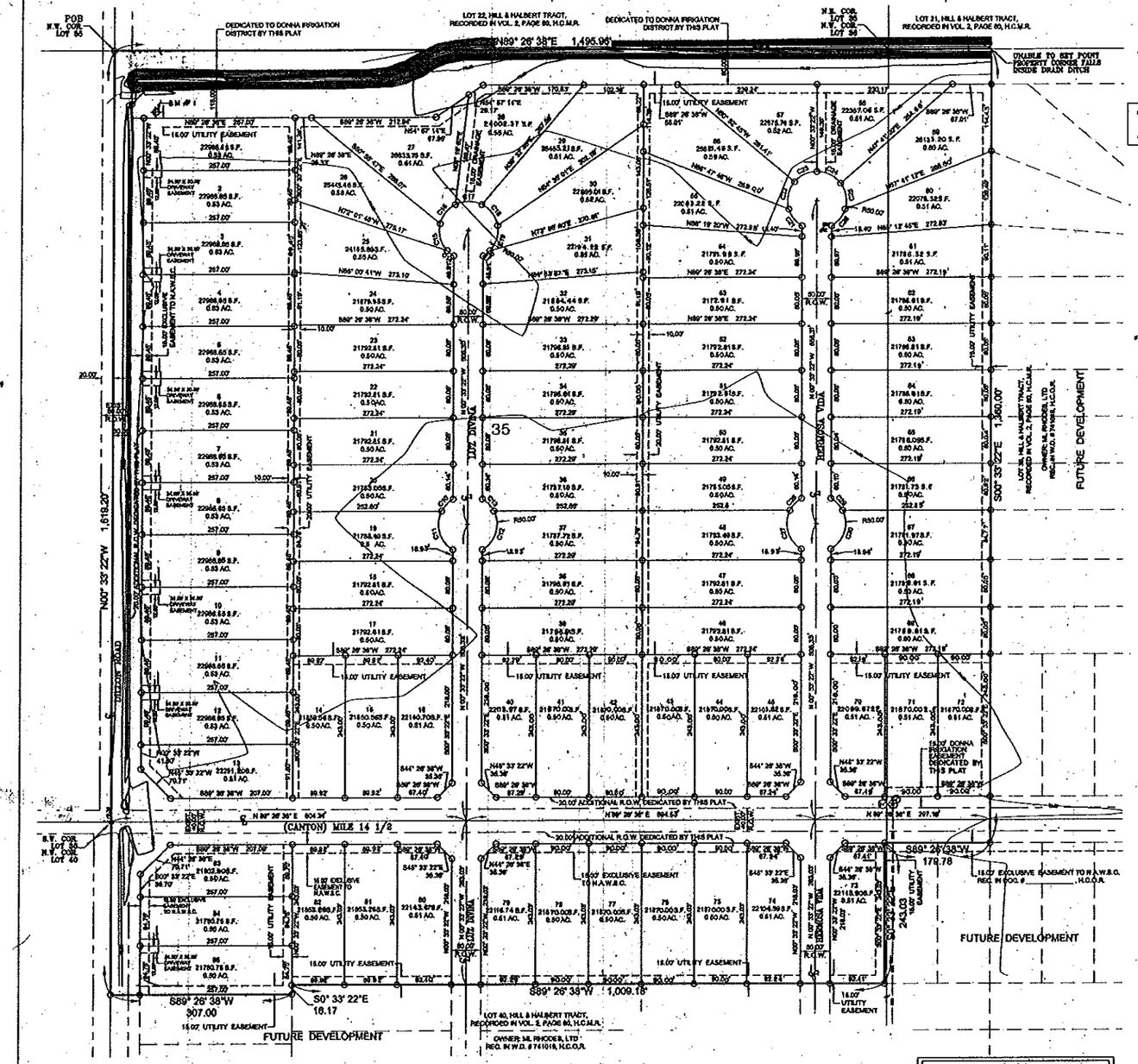
Sanitary Sewer Services will be provided by OSSF. All septic tanks have been installed and inspected by The Hidalgo County Environmental Health Department. An approved letter was submitted by Elizardo "Chardo" Ramos, Environmental Health Division Manager on April 16, 2012.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Canton Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Oscar Salinas, HCOEC Inspector on March 15, 2012. Final review was completed and has met the requirement of the Hidalgo County MS4 permit (TXR040408) Construction Site Monitoring Program.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on November 22, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **May 15, 2012.**



Subdivision Plat of
AURORA VALLEY PHASE I

BEING A RESUBDIVISION OF 54.163 ACRES,
OUT OF ALL OF LOT 35, 5.332 ACRES OUT OF LOT 36,
0.162 OF ONE ACRE OUT OF LOT 39 AND 0.669 ACRES OUT OF LOT 40
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

LEGEND

- ○ SET IM REBAR WITH CAP STAMPED MELDEN AND HUNT INC.
- ▲ FOUND COTTON PICKER SPINDLE

N

SCALE: 1" = 100'

SCALE NOTE:
IF THIS BAR DOES NOT MEASURE 1", THE DRAWING IS NOT TO SCALE

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 54.163 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, COMPRISING OF ALL OF LOT 35 CONTAINING 5.38 ACRES, 5.332 ACRES OUT OF LOT 36, 0.162 OF ONE ACRE OUT OF LOT 39, AND 0.669 ACRES OUT OF LOT 40, HILL-HALBERT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY MAP RECORDS, SAID 54.163 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A IR REBAR SET FOR THE NORTHWEST CORNER OF LOT 35, HILL-HALBERT SUBDIVISION, SAME NORTHWEST CORNER OF THIS TRACT;

1. THENCE, NORTH 89 DEGREES, 26 MINUTES, 38 SECONDS EAST, ALONG THE NORTH LINES OF SAID LOT 35 AND LOT 36 AND AT A DISTANCE OF 34.84 FEET PASS THE EXISTING EAST POINT-OF-WAY LINE OF DILLON ROAD, AT A DISTANCE OF 83.26 FEET PASS A IR REBAR SET FOR THE PROPOSED EAST POINT-OF-WAY LINE, AND CONTINUING A TOTAL DISTANCE OF 1495.95 FEET TO THE NORTHEAST CORNER OF THIS TRACT;

2. THENCE, SOUTH 00 DEGREES, 33 MINUTES, 22 SECONDS EAST, A DISTANCE OF 1360.00 FEET TO A IR REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

3. THENCE, SOUTH 89 DEGREES, 26 MINUTES, 38 SECONDS WEST, A DISTANCE OF 179.78 FEET TO A IR REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

4. THENCE, SOUTH 00 DEGREES, 33 MINUTES, 22 SECONDS EAST, A DISTANCE OF 243.03 FEET TO A IR REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

5. THENCE, SOUTH 89 DEGREES, 26 MINUTES, 38 SECONDS WEST, A DISTANCE OF 1009.18 FEET TO A IR REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

6. THENCE, SOUTH 00 DEGREES, 33 MINUTES, 22 SECONDS EAST, A DISTANCE OF 16.17 FEET TO A IR REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

7. THENCE, SOUTH 89 DEGREES, 26 MINUTES, 38 SECONDS WEST, AT A DISTANCE OF 307.00 FEET PASS A IR REBAR SET FOR THE PROPOSED EAST POINT-OF-WAY LINE OF DILLON ROAD, A DISTANCE OF 377.84 FEET PASS THE EXISTING EAST ROW LINE OF DILLON ROAD, AND CONTINUING A TOTAL DISTANCE OF 507.84 FEET TO A IR REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

8. THENCE, NORTH 00 DEGREES, 33 MINUTES, 22 SECONDS WEST, ALONG THE WEST LINES OF SAID LOTS 35 AND 36, A DISTANCE OF 1619.20 FEET TO THE POINT OF BEGINNING, AND CONTAINING IN HIS NOTES, OF WHICH 1.11 IS ACRES LIE IN THE EXISTING ROAD RIGHT-OF-WAY OF DILLON ROAD, AND 0.731 OF ONE ACRE LIES IN THE PROPOSED RIGHT-OF-WAY, LEAVING 51.987 OF 54.163 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER REFERRED TO AS "GRANTOR" WHETHER ONE OR MORE THAN ONE), 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, HAS GRANTED, SOLD AND CONVEYED, AND BY THESE PRESENTS DOES GRANT, SELL AND CONVEY UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, REMOVE, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE EASEMENT HEREIN GRANTED IS 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 WHERE SUCH COURSE 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 HAVE ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES SAID ROAD SO AS TO REQUIRE RELOCATION OF THE PIPELINE INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LOCATING, RELOCATING AND MAINTAINING SAID PIPELINE AS NECESSARY TO D.S.M. THE ROAD IMPROVEMENTS, SAID EASEMENT 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 CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, SUCCESSORS AND ASSIGNS. WHEN THE CONTEXT SO REQUIRES, SINGULAR NOUNS AND PRONOUNS SHALL BE CONSTRUED TO INCLUDE THE PLURAL, AND THE PLURAL THE SINGULAR, AND THE USE OF ANY GENDER SHALL BE APPLICABLE TO ALL GENDERS.

THE GRANTOR COVENANTS THAT HE/SHE 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 THE 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 HAS EXECUTED THIS INSTRUMENT THE 18 DAY OF April, 12

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ML RHODES KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11 DAY OF April, 12

Celestine Stewart
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2013

CELESTINE STEWART
Notary Public, State of Texas
My Commission Expires
August 26, 2013

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A" (NO ELEVATION), ZONE "X" IS DEFINED AS AREA OF MINIMAL FLOODING, PANEL NO. 480334 0005 D, MAP REVISED: NOVEMBER 16, 1982. THE LOCATION OF THE 100 YEAR FLOOD IS DEFINED BY FINDING THE FIRST RIGHT OF WAY LINE AND WITHIN THE 100 YEAR FLOOD PLAIN, THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIED NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SETBACKS:
FRONT: 50.00 FEET ALONG DILLON ROAD AND 40.00 FEET ALONG CANTON ROAD, MILE 14 1/2 R.O.
FRONT: 35.00 FEET (INTERNAL LOTS)
SIDE: 10.00 FEET, OR GREATER FOR EASEMENT.
REAR: 5.00 FEET, OR GREATER FOR EASEMENT.
CORNER SIDE: 20.00 FEET, OR GREATER FOR EASEMENT.

3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER OF STREET MEASURED AT THE CENTER OF EACH LOT, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ALL NATURAL CONTOURS MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. BENCH MARK NOTE:
BM #1 IS SIDE OF CONCRETE, R.V.S. OF TIDE DRIVE, ELEV. 74.16 NAD 83(1988) N=16582883.947, E=1582816.867
BM #2 IS BRASS CAP ON TOP OF BOLT EAST SIDE OF MEMORIAL TREE AT CAL-M-TAC, ELEV. 75.90 NAD 83(1988) N=16582480.880 E=1581683.436

5. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT SHALL BE REQUIRED TO DETAIN A TOTAL OF 117.80 ACRE FEET (1.80 ACRE FEET PER ACRE) OF STORM WATER RUN-OFF. DRAINAGE DETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS SHALL BE ACCOMPLISHED AS INDICATED IN DRAINAGE REPORT. "SEE SHEET 6 OF 6".

6. RESERVE NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT OF THE SUBDIVISION (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL'S APPROVAL). APPLICATION FOR CONSTRUCTION MUST BE ACCOMPANIED BY A SITE PLAN DRAWN TO SCALE, WHICH SHALL BE ALLEGED AS ALL EXTERIOR LOTS IT THROUGH 88 & LOTS 89 THROUGH 94.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW LYING TURF IN INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENTS.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THE SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. CULVERT PIPES REQUIRED FOR EACH DRIVEWAY OR LOTS 10, 34, 45, 46 #1 THROUGH 94, 95, 96, 97 THROUGH 99 AND 91 THROUGH 93 AS REQUIRED BY HIDALGO COUNTY.

10. M.L. RHODES, TRUSTEE, OWNER AND SUBDIVIDER OF AURORA VALLEY PHASE I, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED DWP ON THE LOTS AS INDICATED ON SHEET No. 5 OF THIS PLAT.

11. THIS SUBDIVISION SHALL UTILIZE SEPTIC TANKS FOR SEWAGE DISPOSAL.

A. SEPTIC TANK SYSTEM FOR DISPOSAL OF DOMESTIC SEWAGE.
B. EACH LOT ON THIS PLAT CONTAINS WITHIN THE REQUIRED MINIMUM OF 9,000 SQ. FT. OF LOT AREA WITH 5 POTABLE WATER SUPPLY.
C. SEWAGE DEVELOPMENT AND APPROVAL OF WASTEWATER COLLECTION AND TREATMENT SYSTEM IS NOT REQUIRED.
D. WRITTEN APPROVAL FROM THE DEPARTMENT OF STATE HEALTH SERVICES IS NOT REQUIRED.
E. DWP SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
F. SOIL ANALYSIS HAVE BEEN PERFORMED TO THE SATISFACTION OF THE HIDALGO COUNTY DEPARTMENT AND ACCEPTED. SAME SOIL ANALYSIS ARE ALSO BASED ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A PLANNING SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEMS.
G. APPROVED DWP PERMIT APPLICATION IS REQUIRED INCLUDING INSPECTION BY PLANNING METHODS PRIOR TO OCCUPYING THE LOT.

12. LOTS 1 THROUGH 33, 95 AND 96 WILL HAVE SHARED DUAL ACCESS ONTO DILLON ROAD, LOTS 97 AND 98 WILL HAVE ACCESS ONTO CANTON ROAD ONLY. LOTS 34 THROUGH 45, 46, 47 AND 48 THROUGH 94, 99, 100 SHALL HAVE ACCESS ALONG TIDE DRIVE ONLY. LOTS 95 THROUGH 98 SHALL HAVE ACCESS ALONG HERMOSA VIA.

13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL HAVE A MINIMUM WIDTH OF 15.00 FEET AS PER UTILITY COMPANY MODEL SUBDIVISION RULES BY SUBDIVIDER PLAT OF DEVELOPER AND SUBDIVIDER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE RISE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING SAID EASEMENT.

15. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL OR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION, PRIOR TO THE ISSUANCE OF BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER FLOW OR LIGHT CLEARANCE SHALL BISSED UNTIL THE SITE PLAN, DRAINAGE PLAN AND DWP PLAN ARE APPROVED, AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. M.L. RHODES, OWNER IS RESPONSIBLE FOR THE INSTALLATION OF ALL CULVERTS AND SHAPED DRIVEWAYS ALONG DILLON ROAD.

17. IF LOTS 1 THROUGH 16, 47 THROUGH 66, 70 THROUGH 94, 99 AND 100 ARE TO BE USED FOR COMMERCIAL OR MULTI-FAMILY USE, LOTS 17 THROUGH 46 & 95 THROUGH 98 SHALL BE RESTRICTED FOR RESIDENTIAL USE ONLY. APPLICATIONS FOR CONSTRUCTION AS ZONED BY THE PLANNING DEPT., OFFICE OF ENVIRONMENTAL COMPLIANCE, MUST BE SUBMITTED AND FINE RISED PRIOR TO INSTALLATION OF THE LOT.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MIKE RHODES, PRESIDENT RHODES ENTERPRISES, INC.	2500 S. BENTSEN PALM DRIVE, SITE 267-B	MISSION, TX 78572	(956) 287-3800	(956) 287-2804
ENGINEER:	FRED L. KURTH	118 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	118 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION:

I, M.L. RHODES, OWNER OF THE 54.163 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "AURORA VALLEY PHASE I", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THE SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), 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) SANITARY SEWER CONNECTIONS TO THE LOTS 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 AN COMPLETE.

4-18-12
DATE:

M.L. RHODES, P.M.E. PRESIDENT
RHODES ENTERPRISES, INC.
2500 S. BENTSEN PALM DRIVE, STE. 267B
MISSION, TEXAS, 78575

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED "M.L. RHODES" PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE

18th DAY OF April, 20 12

Celestine Stewart
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

CELESTINE STEWART
Notary Public, State of Texas
My Commission Expires
August 26, 2013

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

4-18-12

FRED L. KURTH, L.P.E. # 54151, R.P.L.S. # 4750
DATE SURVEYED: 08-26-11
DATE PREPARED: 08-23-11
T-617, PG. 72 AND 73
REF. T-506, PG. 1-6
ENGINEERING JOB No. 11096.00
SURVEYING JOB No. 11095.08

STATE OF TEXAS REGISTERED FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1
ON THIS THE 9th DAY OF December, 20 11

ATTEST: Rosendo Guerra
SECRETARY — PRESIDENT

NOTE: DONNA IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 I HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF AURORA VALLEY PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, 20____

HIDALGO COUNTY JUDGE — DATE

ATTEST:

HIDALGO COUNTY CLERK — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF AURORA VALLEY PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON: _____, 20____

HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF AURORA VALLEY PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER ON: _____, 20____

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

FILE FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

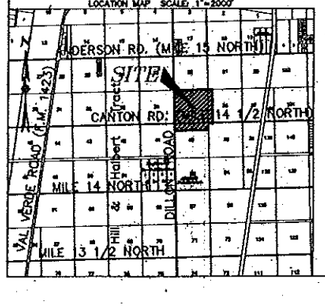
ON: _____ AT _____ AM/PM

DOCUMENT NUMBER: _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LOCATION MAP SCALE: 1"=2000'



INDEX TO SHEETS OF AURORA VALLEY PHASE I

SHEET 1 HEADING, INDEX, LOCATION MAP AND ETJ & PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), ENGINEER'S CERTIFICATION, SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, IRRIGATION DISTRICT, R.O.S.B. No. 1, HIDALGO COUNTY R.O.W. DEPT., H.C. JUDGE AND H.C.R.D. CERTIFICATIONS, SURVEY RECORDING CERTIFICATE.

SHEET 2 ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND DWP, ENGINEER'S CERTIFICATION (DWP), SIGN AND SPACING, WATER DETAILS, REVISION NOTES.

SHEET 3 WATER AND DWP LAYOUT, REVISION NOTES.

SHEET 4 MAP OF TOPOGRAPHY AND STORM DRAINAGE PLAN, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, CONSTRUCTION DETAILS, REVISION NOTES.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

AURORA VALLEY PHASE I IS LOCATED IN THE SOUTHERN PART OF HIDALGO COUNTY, ON THE NORTHEAST CORNER OF THE INTERSECTION OF CANTON ROAD (MILE 14 1/2 ROAD). THE SUBDIVISION IS NOT WITHIN THE 5 MILE ETJ OF ANY CITY UNDER LOCAL GOVERNMENT CODE § 212.001. THE SUBDIVISION FALLS WITHIN PRECINCT 4.

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C10	10.23	56.00'	10.00'	5.01'	9.99'	S84° 00' 54"E
C11	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C12	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C13	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C14	14.53	25.00'	6.34'	3.19'	6.32'	S07° 26' 47"W
C15	14.53	25.00'	6.34'	3.19'	6.32'	S07° 26' 47"W
C16	14.17	25.00'	6.18'	3.11'	6.16'	S07° 26' 47"W
C17	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C18	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C19	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C20	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C21	10.23	56.00'	10.00'	5.01'	9.99'	S84° 00' 54"E
C22	43.28	48.00'	36.26'	18.98'	35.39'	S69° 00' 54"E
C23	47.75	30.00'	25.01'	13.27'	24.28'	S24° 33' 22"E
C24	47.75	30.00'	25.01'	13.27'	24.28'	S24° 33' 22"E
C25	43.28	48.00'	36.26'	18.98'	35.39'	S69° 00' 54"E
C26	10.23	56.00'	10.00'	5.01'	9.99'	S84° 00' 54"E
C27	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C28	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C29	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C30	14.53	25.00'	6.34'	3.19'	6.32'	S07° 26' 47"W
C31	14.17	25.00'	6.18'	3.11'	6.16'	S07° 26' 47"W
C32	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C33	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C34	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C35	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C36	10.23	56.00'	10.00'	5.01'	9.99'	S84° 00' 54"E
C37	43.28	48.00'	36.26'	18.98'	35.39'	S69° 00' 54"E
C38	47.75	30.00'	25.01'	13.27'	24.28'	S24° 33' 22"E
C39	47.75	30.00'	25.01'	13.27'	24.28'	S24° 33' 22"E
C40	43.28	48.00'	36.26'	18.98'	35.39'	S69° 00' 54"E
C41	10.23	56.00'	10.00'	5.01'	9.99'	S84° 00' 54"E
C42	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C43	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C44	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C45	14.53	25.00'	6.34'	3.19'	6.32'	S07° 26' 47"W
C46	14.17	25.00'	6.18'	3.11'	6.16'	S07° 26' 47"W
C47	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C48	36.35	10.00'	6.35'	3.29'	6.24'	S07° 26' 47"W
C49	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C50	36.79	10.00'	7.17'	3.72'	7.04'	S47° 00' 54"E
C51	10.23	56.00'	10.00'	5.01'	9.99'	S84° 00' 54"E
C52	43.28	48.00'	36.26'	18.98'	35.39'	S69° 00' 54"E
C53	47.75	30.00'	25.01'	13.27'	24.28'	S24° 33' 22"E
C54	47.75	30.00'	25.01'	13.27'	24.28'	S24° 33' 22"E
C55	43.28	48.00'	36.26'	18.98'	35.

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: May 16, 2012

RE: **Re-Subdivision of Lot 8 Victoria North Subdivision – Pct. 1 Final Approval**

Re-Subdivision of Lot 8 Victoria North Subdivision is a one (1) lot subdivision located on the east side of Victoria Road approximate ¼ mile south of Mile 10 North 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 January 13, 2011. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by onsite detention swale.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Pine Avenue that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on May 08, 2012. Project will not need to meet any storm water requirements. Coverage under TPDES general permit for construction activities (TXR150000) is not required.

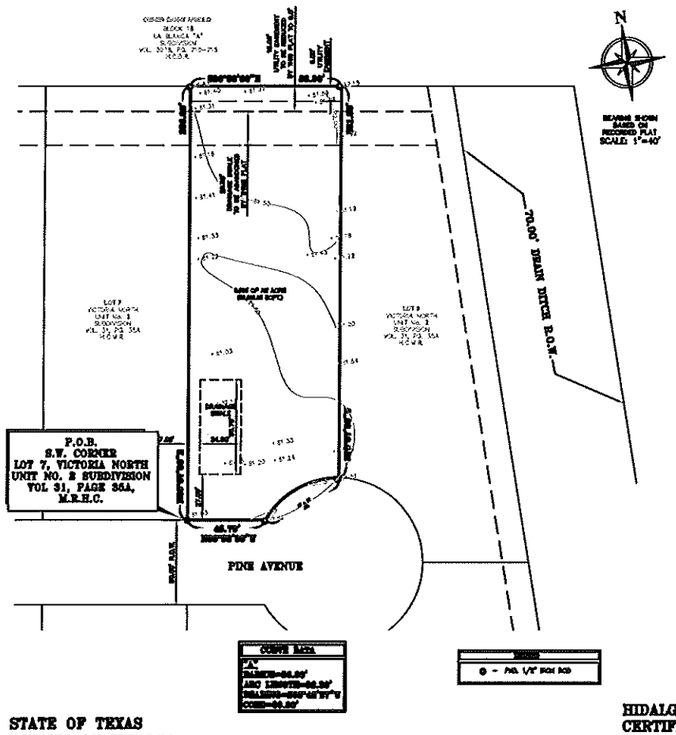
The reason for this re-plat is to relocate the drainage easement, reduce the existing utility easement from 15 feet to 9 feet, reduce the minimum building rear setback, from 40 feet to 9 feet and the side setback from 9 feet to 5 feet.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **May 15, 2012.**

RE-SUBDIVISION
LOT 8, VICTORIA NORTH
UNIT No. 2

A 0.505 OF AN ACRE (22,018.211 SQFT.) TRACT OF LAND BEING ALL OF LOT EIGHT (8), VICTORIA NORTH UNIT No. 2, SUBDIVISION AS RECORDED IN VOLUME 31, PAGE 35A, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN OZUNA, AS OWNER OF THE 0.505 OF AN ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RE-SUBDIVISION OF LOT 8, VICTORIA NORTH UNIT No. 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF THE TEXAS LOCAL GOVERNMENT CODE 232.032 ASO 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.

OWNER: JUAN OZUNA — DATE:
P.O. BOX 19
DONNA, TEXAS 78537
HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN OZUNA, 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 PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____, 20__.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

THIS PLAT, APPROVED BY THE DONNA IRRIGATION DISTRICT ON THIS THE _____ DAY OF _____, 20____.

SECRETARY — PRESIDENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RE-SUBDIVISION LOT 8, VICTORIA NORTH UNIT No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

HIDALGO COUNTY HEALTH INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDED CERTIFICATE

I, _____, COUNTY CLEARK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FIELD FOR RECORD AT _____O'CLOCK_____ON_____, _____ AND WAS RECORDED IN BOOK _____ SHEET(S)_____THE PLAT RECORDS OF HIDALGO COUNTY AT _____O'CLOCK_____ON_____, _____

_____HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAMUEL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — SAMUEL D. MALDONADO — 81889 — LICENSED — PROFESSIONAL ENGINEER

SAMUEL D. MALDONADO, PE — NO. 81889 — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

"KNOW ALL MEN BY THESE PRESENTS:

THAT I, SAMUEL D. MALDONADO, DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF McALLEN.

STATE OF TEXAS — REGISTERED — SAMUEL D. MALDONADO — 6027 — PROFESSIONAL LAND SURVEYOR

SAMUEL D. MALDONADO, RPLS — NO. 6027 — DATE

GENERAL NOTES

1.–FLOOD INSURANCE RATING ZONE: "X"
INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0450 C
REVISED: JUNE 6, 2000.
AREAS DETERMINED TO BE OUTSIDE 500–YEAR PLAIN.

2.–NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.–MINIMUM FINISH FLOOR ELEVATION 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR DEVELOPMENT PERMIT APPLICATION.

4. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

5.– MINIMUM BUILDING SETBACK LINES

FRONT	25.0'
REAR	9.0'
SIDE	5.0'

OR TO EASEMENT LINE WHICHEVER IS GREATER

6.– NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.

7.– BENCH MARK= 83.79 U.C.S. AND G.S. TOP OF COTTON PICKER SPINDLE SET IN THE CENTERLINE OF VICTORIA ROAD AT THE NORTHWEST CORNER OF VICTORIA NORTH UNIT NO. 2 SUBDIVISION.

8.–DRAINAGE DETENTION REQUIRED OF 0.000 ACRE FEET AND OR CUBIC FEET PER LOT.

9.– NO FILE OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. 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 SWALE.

10.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND A PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE AVAILABLE TO THE SUBDIVISION.

11.– THERE IS AN EXISTING WATER METER AND O.S.S.F. SYSTEM ON THIS LOT. ADDITIONAL IMPROVEMENTS TO THE EXISTING O.S.S.F. SYSTEM MAY BE REQUIRED AT BUILDING PERMENT STAGE.

12.– JUAN OZUNA, THE OWNER & SUBDIVIDER OF RE–SUBDIVISION OF LOT 8, VICTORIA NORTH UNIT No. 2 SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT DESCRIBED ON SHEET No. 2, OF THIS PLAT.

13.– DRAINAGE DETENTION SWALE SHALL BE CONSTRUCTED BEFORE FINAL APPROVAL.

14.– THE REASON FOR THIS REPLAT IS TO RELOCATE THE DRAINAGE SWALE EASEMENT, REDUCE THE EXISTING UTILITY EASEMENT FROM 15.0' TO 9.0' REDUCE THE MINIMUM BUILDING REAR SETBACK, FROM 40.0' TO 9.0' AND THE SIDE SETBACK FROM 9.0' TO 5.0'.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RE–SUBDIVISION LOT 8, VICTORIA NORTH UNIT No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 9 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE s 49.21(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. 9

BY:_____ DIRECTOR — _____ DATE

STATE OF TEXAS
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(a)

WE THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ASHLEY ALAMO PLAZA WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

HIDALGO COUNTY JUDGE — DATE

HIDALGO COUNTY CLERK — DATE

APPROVAL OF THE PLANNING COMMISSION OF THE CITY

THIS PLAT, RE–SUBDIVISION OF LOT 8, VICTORIA NORTH UNIT No. 2, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20_____.

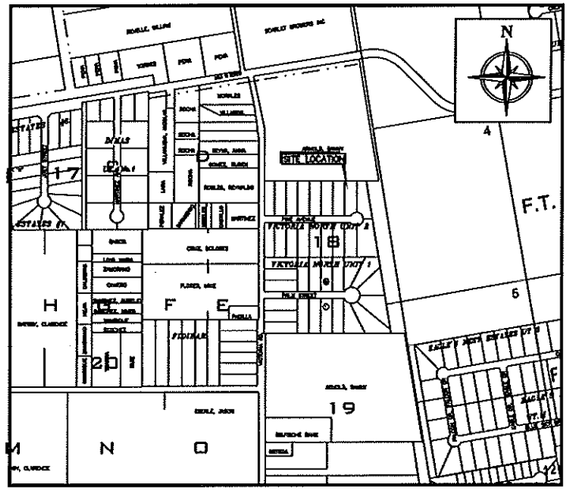
ATTEST: _____ SECRETARY — BY:_____ CHAIRMAN

APPROVAL OF THE CITY COUNCIL OF THE CITY OF DONNA:

THIS PLAT, RE–SUBDIVISION OF LOT 8, VICTORIA NORTH UNIT No. 2, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS _____ DAY OF_____, 20_____.

ATTEST: _____ SECRETARY — BY:_____ MAYOR



LOCATION MAP
SCALE: 1"=500'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTERRITORIAL JURISDICTION OF A MUNICIPALITY:

RE–SUBDIVISION LOT 8, VICTORIA NORTH UNIT No. 2, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 IN THE CENTRAL PART OF HIDALGO COUNTY, WEST OF VICTORIA ROAD ON PALM STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 17,548). RE–SUBDIVISION LOT 8, VICTORIA NORTH UNIT No. 2, IS APPROXIMATELY 1.49 MILE FROM THE CITY LIMITS OF DONNA AND IS WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ET.J) UNDER LOCAL GOVERNMENT CODE 212.001.

METES AND BOUNDS

A 0.505 OF AN ACRE (22,018.211 SQFT.) TRACT OF LAND BEING ALL OF LOT EIGHT (8), VICTORIA NORTH UNIT No. 2, SUBDIVISION AS RECORDED IN VOLUME 31, PAGE 35A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOW;

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF PINE AVENUE, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 7, VICTORIA NORTH UNIT No. 2 SUBDIVISION, AND THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 00°07'00" EAST, A DISTANCE OF 256.00 FEET ALONG THE EAST LINE OF LOT 7, AND THE WEST LINE OF LOT 8, TO A 1/2 INCH IRON ROD FOUND ON THE NORTH BOUNDARY LINE OF SAID VICTORIA NORTH UNIT No. 2, SUBDIVISION FOR THE NORTHEAST CORNER OF SAID LOT 7, AND THE NORTH EAST CORNER OF SAID LOT 8, AND OF THIS TRACT OF LAND;

THENCE SOUTH 89°53'00" EAST, A DISTANCE OF 89.00 FEET ALONG THE NORTH BOUNDARY LINE OF SAID VICTORIA NORTH UNIT No. 2, AND THE NORTH LINE OF SAID LOT 8, TO A 1/2 INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER OF LOT 9, VICTORIA NORTH UNIT No. 2, SUBDIVISION AND THE NORTHEAST CORNER OF SAID LOT 8, AND OF THIS TRACT OF LAND;

THENCE SOUTH 00°07'00" WEST, A DISTANCE OF 231.00 FEET ALONG THE WEST LINE OF SAID LOT 9, AND THE EAST LINE OF SAID LOT 8, TO A 1/2 INCH IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF PINE AVENUE, SAID POINT ALSO BEING ON A CURVE FOR THE SOUTHEAST MOST CORNER OF SAID LOT 8, AND THIS TRACT OF LAND;

THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 52.36 FEET, A CORD BEARING OF SOUTH 58°42'27" WEST AND A CORD LENGTH OF 50.00 FEET TO 1/2 INCH IRON ROD FOUND AT THE POINT OF TANGENT, FOR AN EXTERIOR CORNER OF SAID LOT 8, AND OF THIS TRACT OF LAND;

THENCE NORTH 89°53'00" WEST, A DISTANCE OF 45.70 FEET ALONG THE NORTH RIGHT OF WAY LINE OF PINE AVENUE AND THE SOUTH LINE OF SAID LOT 8, TO THE POINT OF BEGINNING, CONTAINING 0.505 OF AN ACRE (22,018.211 SQFT.) TRACT OF LAND MORE OR LESS.

INDEX TO SHEET RE–SUBDIVISION LOT 8, VICTORIA NORTH UNIT No. 2

1	LOCATION MAP AND ETA PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; 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 VERSION); SAMPLE OF LOG BOOK FOR OSSF SYSTEM, (IF REQUIRED) TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION VALLEY GUTTER SECTION.

DATE OF PREPARATION: FEBRUARY 13, 2012 — REGISTRATION # F–10602

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JUAN OZUNA	P.O. BOX 19	DONNA, TEXAS 78537	(956) 236–6966	
ENGINEER:	SAMUEL D. MALDONADO, P.E.	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702–8880	(956) 702–8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS.	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702–8880	(956) 702–8883

SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD. — TEL. (956) 702–8880
PHARR, TEXAS 78577 — FAX: (956) 702–8883

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Fax (956) 318-2844

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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: May 16, 2012

RE: **CIMA Subdivision – Pct. 3**
Final Approval

CIMA is one (1) lot commercial subdivision located on the North side of State Highway 107 approximate 400 feet West of Bryan Road.

The proposed Subdivision lies within the City of McAllen 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 January 29, 2010. The proposed subdivision lies within a Zone "X" (Un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report and drainage will be achieved by an onsite detention swale. The nearest drain ditch outfall is approximate ¾ miles south of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on March 23, 2010. No additional Road Right of Way will be dedicated by this plat, State Highway 107 is in accordance with the Hidalgo County Thoroughfare.

Sanitary Sewer Services will be provided by OSSF. Septic Tanks will be installed by lot owner at development permit stage

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing eight (8) inch waterline on State Highway 107 that will serve as the primary source of water for the proposed development.

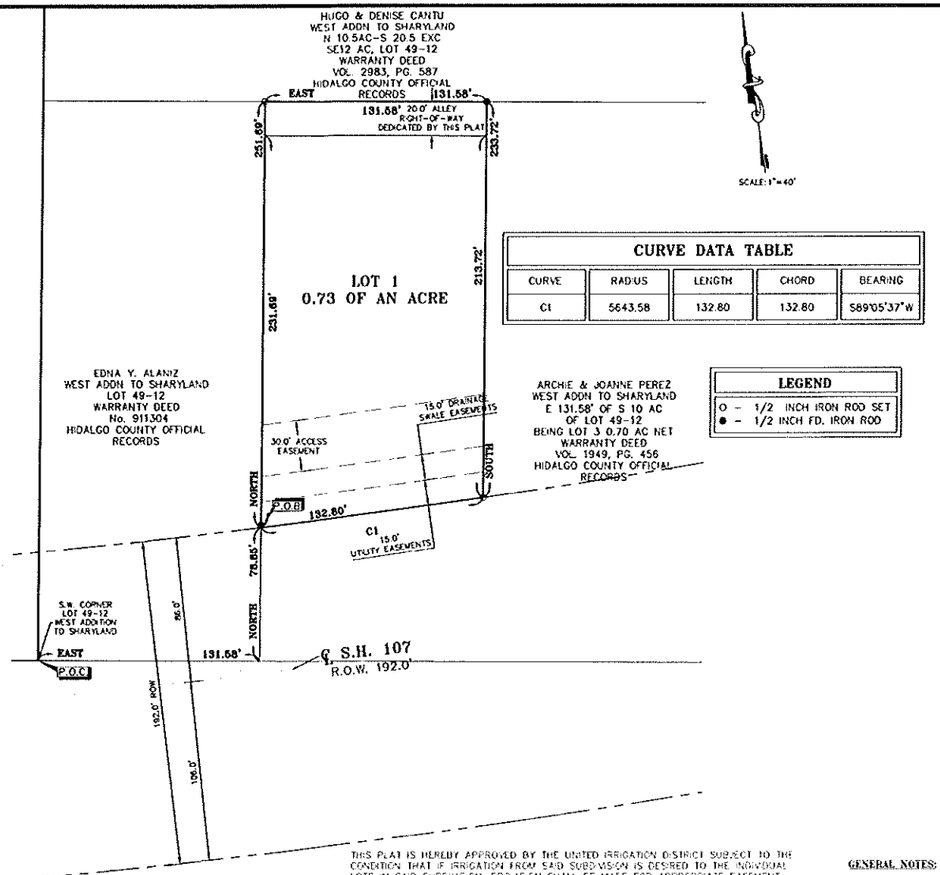
The proposed subdivision plat was submitted to, reviewed, by Oscar Salinas, inspector for the H.C.O.E.C. on May 08, 2012. The subdivision development will not be disturbing one acre of soil; therefore a TPDES general permit for construction Activities (TXR 150000) is not required.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on March 30, 2010. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **May 15, 2012.**

CIMA SUBDIVISION

A 0.73 OF AN ACRE TRACT OF LAND OUT OF LOT 49-12, WEST ADDITION TO SHARYLAND, HIDALGO COUNTY TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



CURVE DATA TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	5643.58	132.80	132.80	S89°05'37"W

LEGEND
O - 1/2 INCH IRON ROD SET
● - 1/2 INCH FD. IRON ROD

SANTOS AND MINERVA PENA
WEST ADDN TO SHARYLAND
W 4.19 AC N 10AC LOT 48-12
HIDALGO COUNTY OFFICIAL RECORDS

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE CIMA SUBDIVISION TO THE CITY OF McALLEN, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF McALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF McALLEN.

Gary Maloney — 12/20/11
BY: GARY MALONEY — DATE:
ADDRESS: 120 S. DUNLAP
MISSION, TEXAS 78572

Yolanda Maloney — 12/20/11
BY: YOLANDA MALONEY — DATE:
ADDRESS: 120 S. DUNLAP
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GARY MALONEY 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 PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF Dec., 2011.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

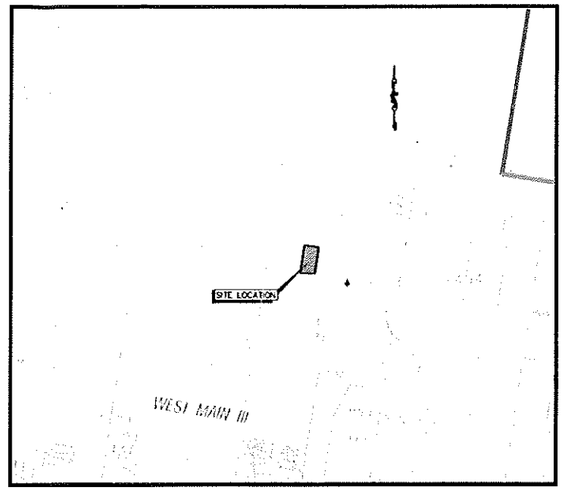
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED YOLANDA MALONEY KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF Dec., 2011.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

THE PROPERTY COVERED BY THIS SUBDIVISION PLAT IS SUBJECT TO THAT ONE CERTAIN COVENENANT AGAINST REAL PROPERTY BETWEEN GARY MALONEY AND THE CITY OF McALLEN EXECUTED ON _____ AND RECORDED IN THE FOLLOWING INSTRUMENT _____ OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

_____ _____
OWNER — DATE



LOCATION MAP
SCALE: 1"=600'

METES AND BOUNDS

A 0.73 OF AN ACRE TRACT OF OUT OF LOT 49-12, WEST ADDITION TO SHARYLAND, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 56 MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT THE SOTHWEST CORNER OF SAID LOT 49-12, EAST 131.58 FEET ALONG THE SOUTH LINE OF SAID LOT 49-12, TO A POINT ON S.H. 107, THENCE NORTH 78.85 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTH RIGHT OF WAY OF S.H. 107, SAID POINT BEING THE SOUTHWEST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE NORTH, 251.69 FEET ALONG A LINE TO OF SAID TRACT TO A (½) INCH DIAMETER IRON ROD SET FOR THE NORTH WEST CORNER HEREOF;

THENCE, EAST, 131.58 FEET ALONG A LINE OF SAID TRACT TO A (½) INCH DIAMETER IRON ROD FOUND FOR A CORNER HEREOF;

THENCE, SOUTH, 233.72 FEET A LONG A LINE OF SAID TRACT TO A (½) DIA. IRON ROD SET FOR THE SOUTHEAST CORNER HEREOF;

THENCE, WITH THE NORTH RIGHT-OF-WAY, WITH A CURVE CONDAVE TO THE RIGHT HAVING A RADIUS OF 5,643.58 FEET, AND AN ARC LENGTH OF 132.80 FEET AND A CHORD BEARING OF SOUTH 89 DEGREES, 05 MINUTES, 37 SECONDS WEST, 132.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.73 OF AN ACRES OF LAND, MORE OR LESS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVEL
UNDER LOCAL GOVERNMENT CODE s 232.023(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CIMA SUBDIVISION WAS

REVIEWD AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON_____

_____ _____
HIDALGO COUNTY JUDGE — DATE

ATTEST:_____ _____
HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I_____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK __.M. ON _____ _____ AND WAS RECORDED IN BOOK _____ SHEET(s) _____ THE PLAT RECORDED OF HIDALGO COUNTY AT _____ O'CLOCK __.M. ON_____

INDEX TO SHEET OF SUBDIVISION	
SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECISE THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; HIDALGO COUNTY HEALTH DISTRICT AND HIDALGO COUNTY RIGHT OF WAY CERTIFICATION.
SHEET 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 VERSION). SAMPLE OF LOG BORE FOR OSSF SYSTEM, TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER CERTIFICATE AND STATEMENT.
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL DRAINAGE SWALE CROSS SECTION DETAIL.

DATE OF PREPARATION: AUGUST 2009 — Registration # F-10602

SAMES — SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD. — TEL. (956) 702-8880
PHARR, TEXAS 78577 — FAX: (956) 702-8883

THIS PLAT IS HEREBY APPROVED BY THE UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES

UNITED IRRIGATION DISTRICT PRESIDENT — ATTEST: SECRETARY
DATE: 1-26-12 — DATE: 1-26-12

STATE OF TEXAS
COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF CIMA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED 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

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

CIMA SUBDIVISION IS LOCATED IN SOUTHEASTERN HIDALGO COUNTY ON THE NORTH SIDE OF STATE HIGHWAY 107 APPROXIMATELY 1056 FEET WEST FROM THE INTERSECTION OF STATE HIGHWAY 107 AND STEWART ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF McALLEN (POPULATION 106,414) CIMA SUBDIVISION LIES APPROXIMATELY TWO MILES FROM CITY LIMITS AND IS WITHIN THE CITY'S FIVE MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001

I, THE UNDERSIGNED MAYOR OF THE CITY OF McALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF McALLEN — DATE

_____ _____
CITY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, SAMUEL D. MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEVENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

12/12/2011

SAMUEL D. MALDONADO, RPLS — NO. 6027

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAUL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SAUL D. MALDONADO, P.E. — NO. 100320

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CIMA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CIMA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

GENERAL NOTES:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0295 D EFFECTIVE DATE: JUNE 6, 2000

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE EXISTING STREET RIGHT-OF-WAY ARE WITHIN THE 500-YEAR FLOOD PLAIN, COMMUNITY-PANEL No. 480334 0295 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SETBACKS:
FRONT: 95 FEET OR GREATER FOR EASEMENT
SIDE: 20 FEET OR GREATER FOR EASEMENT
REAR: 20 FEET OR GREATER FOR EASEMENT
GARAGE/CAR PORT: 18' FROM PROPERTY LINE EXCEPT WHERE GREATER SETBACK IS REQUIRED

3. 4-FOOT SIDEWALK REQUIRED ALONG SH 107

4. 6-FT BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, OR INDUSTRIAL ZONES/USES. AN 8-FT MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND, COMMERCIAL INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

5. MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 24" ABOVE THE EXISTING NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED:
B.M. No. 1 ELEV. 152.30 N.G.V.D. BM 6-295 DESCRIPTION: IRON ROD SET APPROXIMATELY 15.7 FEET NORTH OF CONCRETE R.P.-RAP WEST OF STEWARD ROAD AND WEST MAIN DRAIN.
B.M. No 2 ELEV. 157.75 N.G.V.D. BM 5-295 DESCRIPTIONS: IRON ROD SET APPROXIMATELY 17.5 FEET NORTH OF CONCRETE R.P.-RAP APPROXIMATELY 52 FEET WEST OF BRYAN ROAD AND WEST MAIN DRAIN.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAIN DISTRICT No 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 5,662.8 CUBIC-FEET (0.13 ACRE-FEET) OF STORM WATER RUNOFF, DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.)

8. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAN OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9. CITY OF McALLEN BENCHMARK IDENTIFIED: BM-116 ELEVATION 155.49 NAVD 88 DESCRIPTION: 3-1/4" BRASS MONUMENT CAP STAMPED MC35_1 LOCATED AT THE NORTHWEST INTERSECTION OF HWY. 107 AND BRYAN ROAD

(SEE SHEET TWO OF THREE FOR CONTINUATION OF GENERAL PLAT NOTES.)

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	GARY MALONEY	120 S. DUNLAP	MISSION, TEXAS 78572	(956) 929-0121	
ENGINEER:	SAUL D. MALDONADO, P.E.	P.O. BOX 3253	EDINBURG, TEXAS 78542	(956) 451-5926	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS	P.O. BOX 3253	EDINBURG, TEXAS 78542	(956) 207-7139	(956) 702-8883

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

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MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **MAY 16, 2012**

Re: **EL TORO ACRES SUBDIVISION – PCT. 3**

ON MAY 25, 2010, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $51,948.00 WAS USED TO SECURE THE FUNDS FOR FIFTY TWO (52) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,998.00. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FOURTEEN (14) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSMENT IN THE AMOUNT OF $ 1,998.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 51,948.00
PREVIOUS REIMBURSEMENT	$ 12,258.00
6TH REIMBURSEMENT	$ 1,998.00
BALANCE	$ 37,692.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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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

HIDALGO COUNTY PLANNING DEPARTMENT

Date May 4 20 10

Received of: El Toro Builders, Inc. $ 51,948.00

Fifty one thousand nine hundred forty eight + 00/100 Dollars

Subdivision: El Toro Acres

Cash ____ Check # 1034 M.O. # ____

Received by: ____

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
No 62360-2

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	51,948.00
Other	
TOTAL	51,948.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

EL TORO BUILDERS INC
EL TORO ACRES
PH: 956-584-3900
500 E 9TH STREET
MISSION, TX 78572

1034

April 23, 2010 88-2141-1149
Date

Pay to the order of Hidalgo County $ 51,948.00

Fifty one Thousand Nine Hundred Forty Eight 00/100 dollars

FIRST NATIONAL BANK MEMBER FDIC
CHECK VERIFICATION 1-866-380-5155
CUSTOMER SERVICE 1-877-380-8523

for Septic Tanks Escrow

⑈001034⑈ ⑆114921415⑆ ⑈0140021116⑈

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
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HEALTH DEPARTMENT
COUNTY OF HIDALGO

May 16, 2012

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: EL TORO ACRES SUBDIVISION

Dear Mr. Sesin:

According to our records, 14 out of 52 lots/spaces in **EL TORO ACRES SUBDIVISION** have septic tank systems installed and can be expected to function properly. **EL TORO ACRES SUBDIVISION** is located at EL Pinto rd & exp 83 sullivan city, tx
Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
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Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **MAY 16, 2012**

Re: **HUTTON NO. 7 SUBDIVISION – PCT. 3**

ON SEPTEMBER 2, 2008, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $3,000.00 WAS USED TO SECURE THE FUNDS FOR TWO (2) SEPTIC TANK SYSTEMS. A CASH DEPOSIT IN THE AMOUNT OF $1,020.00 WAS USED TO SECURE THE FUNDS FOR THE CONSTRUCTION OF A DRAINAGE SWALE.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,500.00. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) OUT OF TWO(2) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY. THE DEVELOPER IS ALSO REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,020.00 FOR THE CONSTRUCTION OF THE DRAINAGE SWALE. ATTACHED IS AN INSPECTION REPORT FROM OUR DEPARTMENT STATING THAT THE SWALE HAS BEEN CONSTRUCTED.

STAFF HAS NO OBJECTION TO A REIMBURSMENT IN THE AMOUNT OF $2,520.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

Hidalgo County Planning Department

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Planning Administrator

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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date June 26 20 08

Received of: A & C Engineering $ 3000.00

three thousand and 00/100 Dollars

Subdivision: Hutton No. 7 (Septic Escrow)

Cash _____ Check # 1454 M.O. # _____

Received by: Nora D Campos

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	3000.00
Other	
TOTAL	3000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 58982 -2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

AEC ENGINEERING, LLC. 11/06
P.O. Box 480
Edinburg, TX 78540
(956) 380-6558

INTERNATIONAL BANK OF COMMERCE
88-1762/1149

1454

6/25/2008

PAY TO THE ORDER OF Hidalgo County Planning Dept $ **3,000.00

Three Thousand and 00/100********** DOLLARS

Hidalgo County Planning Dept

Void after 90 days

MEMO Hutton Sub No. 7 OSSF Escrow for 2 commercial lot

⑈001454⑈ ⑆114916231⑆ 2510343777⑈

Visit Hidalgo County Planning Department on the web at www.co.hidalgo.tx.us

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

May 16, 2012

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: HUTTON #7 SUBDIVISION

Dear Mr. Sesin:

According to our records, 1 out of 2 lots/spaces in **HUTTON #7 SUBDIVION** have septic tank systems installed and can be expected to function properly. **HUTTON #7 SUBDIVISION** is located at Whalen & Moore rd Donna, Tx
Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	
Other Drain	1020.00
TOTAL	1020.00

Date June 26 20 08

Received of: A.E.C. Engineering $ 1020.00

One thousand twenty and 00/100 Dollars

Subdivision: Hutton No. 7 (Swale Escrow)

Cash _____ Check # 1455 M.O. # _____

Received by: Nora D. Camargo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 58981 -2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

AEC ENGINEERING, LLC. 11/06
P.O. Box 480
Edinburg, TX 78540
(956) 380-6558

INTERNATIONAL BANK OF COMMERCE
88-1762/1149

1455

6/25/2008

PAY TO THE ORDER OF Hidalgo County Planning Dept $ **1,020.00

One Thousand Twenty and 00/100********** DOLLARS

Hidalgo County Planning Dept

Void after 90 days

MEMO Hutton Sub No. 7 Drainage Swale escrow plus 2% ~~inspection fee~~

⑈001455⑈ ⑆114917623⑆ 2510343777⑈

Hidalgo County Planning Department

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Planning Administrator

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Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844
www.co.hidalgo.tx.us

THE HUTTON No. 7

ONSITE INSPECTION

WATER FACILITIES:
- ☐ Service Lines:
- ☐ Meter boxes:
- ☐ 30 Year letter:
- ☐ Fire Hydrant (if applicable):

OSSF / SANITARY SEWER:
- ☐ Sewer Service Lines:
- ☐ 30 Year Letter:
- ☐ Septic Tanks:
- ☐ Health Dept. Inspection Letter:

PAVING:
- ☐ Street pavement & curb and gutter:
- ☐ Street testing results:
- ☐ Street Signs / Street Name:
- ☐ Temporary Turn Around (if applicable):
- ☐ Share Driveways (if applicable):
- ☐ Type III barricade :
- ☐ Valley Gutters:

DRAINAGE:
- ☑ Detention Swales: SWALE HAS BEEN CONSTRUCTED SEE ATTACHED PICTURES.
- ☐ Culvert with Safety Ends:
- ☐ Re-grade of Road side Ditch:
- ☐ Gravel Bench Swale System (If Applicable):
- ☐ Erosion Control Points (If Applicable) :
- ☐ Overflow structure with RIP – RAP (If applicable) :
- ☐ Storm Drainage Inlets (If Applicable):
- ☐ Outfall with RIP - RAP (If Applicable):
- ☐ Concrete Spill Ways (If Applicable):
- ☐ Gridded Down Drain (If Applicable):

OTHER IMPROVEMENTS:
- ☐ Lot Staking :
- ☐ Existing Structure On Lots (If applicable) :
- ☐ Gas Markers (If applicable):
- ☐ Lot Sell Advertisement Sign (If Applicable) :
- ☐ Elevated Pad Site (If Applicable) :
- ☐ Street Lights (If Applicable):
- ☐ Buffer Fence (If Applicable):
- ☐ Any Other:

INSPECTED BY: _____ DATE: 05/10/2012

Hidalgo County Planning Department

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Planning Administrator

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Edinburg, Texas 78542
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Mission, Texas 78572
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MEMORANDUM

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

From: Raul E. Sesin, P.E., C.F.M., Planning Administrator

05/16/12

Date: May 15, 2012

Via: Agenda Item

Re: Utility Certificate Policy on Large Platted Lots (Between 5 and 10 acres)

C: T.J. Arredondo, Planning Supervisor
Josephine Ramirez Solis, Assistant Criminal District Attorney
Steve Crain, Atlas & Hall
Valde Guerra, Commissioners' Court Executive Officer

The following information is related to a request from the Planning Department to the Court to establish a policy that would enable our department to make decisions on issuance of utility clearances on large platted properties (between 5 and 10 acres) that lack water and sewer. We have had a "moratorium" on the issuance of electrical clearances on certain lots such as these that were sold without water and sewer and that do not have access to a waterline system.

The law basically leaves it to the County to establish whether a lot is residential in character when it is between (5) and (10) acres in size. This leaves the potential for the proliferation of colonias in these areas that lack access to waterlines if the County were to "clear" electric meters without considering water/sewer facilities. In essence, an individual on a large lot would be able to live with electricity but without water and sewer in turn creating a "colonia" situation.

Precedence and Definitions for Policy on Utility Clearances

The Planning Department is in the position of determining whether a lot that is greater than 5 acres and less than 10 acres is intended for residential use. The following instances and facts have reinforced our stance:

- ***County approval of Los Venados Subdivision-a subdivision of lots ranging from 5 acres to 10 acres in which the developer provided for water and wastewater recorded in 2003.***

- ***County approval of Sendero Trails Subdivision- a subdivision of lots and tracts ranging from 5 acres to 10 acres in which the developer provided for water and wastewater recorded in 2006.***

Hidalgo County Planning Department

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- ***Language in the Texas Constitution Article 8 Section 1-d that defines "agricultural use" as: the raising of livestock or growing of crops, fruit, flowers, and other products of the soil under natural conditions as a business venture for profit, which business is the primary occupation and source of income of the owner. We do not believe that tracts that are less than ten acres fit the aforementioned "agricultural use" definition and exemption.***

Summary
The provisions in the Local Government Code Section 232.038 allows a person who purchased a lot for residential use that lacks water and wastewater after September 1, 1995 to bring suit in a district court to declare the sale void or enjoin the violation or potential violation of Section 232.032. In addition, Local Government Code Section 232.040 states that "a lot in a subdivision may not be sold if the lot lacks water and sewer services as required by this subchapter unless the lot is platted or re-platted as required by this subchapter".

It has been our experience that the majority of individuals who purchase lots between 5 and 10 acres use them primarily for residential use. Requiring potable water and sewer to those tracts by the developer/seller will minimize the opportunity for the development of colonias which are defined as properties that lack public access, storm drainage, water and sanitary sewer service.

Due to the aforementioned statutes, definitions and experience it is recommended that the County adopt the following Policy:

The following Policy will apply to issuance of utility clearances on large properties (between 5 and 10 acres) that lack water and sewer:

The County will require any pre-existing lot that was platted prior to Sept 1, 1999 that is less than 10 acres but more than five acres in size either be sold with or contain a restrictive covenant acceptable to County prohibiting residential use, or be sold with water and wastewater facilities. Facilities for this purpose are defined as waterlines, water meters, water wells with water fit for human consumption and sanitary sewer line connections or On-Site Sewage Facilities. Any request for electricity in a lot less than 10 acres but greater than 5 acres that has not been furnished with water and wastewater shall be denied electrical service until the seller or owner has either placed a restrictive covenant acceptable to County on the lot that restricts residential use or has paid for those services. The adoption of this policy does not change or waive any statutory requirements set out in Texas Local Government Code Chapter 232 for tracts greater than 5 acres but less than 10 acres that are being "created" and would require a subdivision plat to be prepared and approved by Hidalgo County.

*** * * END OF MEMORANDUM * * ***

AI-32445 **Precinct #4** **18. A.**

CC REGULAR

Meeting Date: 05/22/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation to Proclaim Josephina "Josie" Ramirez as the 2012 Hidalgo County Head Start Volunteer of the Year on this day of May 22, 2012

BACKGROUND

Attachments

proclamation

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/18/2012 02:13 PM
Auditor's Office	Arcilia Duran	05/18/2012 03:05 PM
Purchasing Department	Marty Salazar	05/18/2012 04:51 PM

Form Started By: Monica Badillo Started On: 05/18/2012 01:54 PM

Final Approval Date: 05/18/2012

From:	Misti D. Rains
To:	monica.badillo@co.hidalgo.tx.us
Subject:	Agenda Item
Date:	Friday, May 18, 2012 1:03:08 PM
Attachments:	Proclamation.doc

Good Afternoon!

I would like to add a Proclamation to the Agenda for next Tuesday if possible. I tried to call your work extension to see how you would like for me to submit so hopefully this will be sufficient enough because I didn't quite know the time frame we had to submit.

Request is for:

Proclamation to Proclaim Josephina "Josie" Ramirez as the 2012 Hidalgo County Head Start Volunteer of the Year on this day of May 22, 2012

Thank you Monica! Please let me know if you will be needing any additional information.

Misti Rains
Executive Assistant
Hidalgo County Pct 4 Office
956-383-3112 ext 4022

AI-32306 **Budget and Management 19. A. 1.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Noe Montez, Pct. 1 **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 R & B (1200):
A. Approval of certification of revenues, as certified by County Auditor, for reimbursement revenues received by South Texas ISD in relation to Interlocal Cooperation Agreement for the Walking Trail project (refer to C-09-405-09-08).

B. Approval of 2012 appropriation of funds for the Pct. 1 Rd. Maint, program #005, in the amount of $38,167.61.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $38,167.61 into Pct. 1 Rd. Maint., program #005. in relation to ICA with South Texas ISD for the walking trail project.

Revenues were receipted on 4-20-12 (receipt #155150) by South Texas ISD; revenue acct #2-1200-337-00-121-002-0-000 "R & B Pct. 1-Intglv Rev.-STX ISD-Walk Trail"

Refer to interlocal agreement #C-09-405-09-08

Attachments

Pct. 1 appropriation So. TX ISD Walking Trail
Cert. of Revenues Letter

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/17/2012 09:16 AM
Budget & Management	Merlen P. Munoz	05/17/2012 09:54 AM
Erika Zamora	Erika Zamora	05/18/2012 01:39 PM
Auditor's Office	Arcilia Duran	05/18/2012 02:47 PM
Purchasing Department	Marty Salazar	05/18/2012 04:33 PM

Form Started By: Ivan Cantu Started On: 05/10/2012 12:36 PM

Final Approval Date: 05/18/2012

DATE: May 22, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Rd. Maint.

ACCOUNT NUMBER: 2-1200-431-00-121-005-0-673

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-121-005-0- 673	Pct. 1 Rd. Maint.-	R & B R & M Supplies	38,167.61
2-1200-337-00-121-002-0- 000	*R & B Pct. 1-Intgtlv Rev-*	*STX ISD-Walk Trail*	*38,167.61*
		TOTAL BUDGET INCREASE (DECREASE)	**38,167.61**

REASON: Appropriation of reimbursement revenues received by South TX ISD in relation to interlocal agreement for the Walking Trail project. Revenues were receipted on 4-20-12 (receipt #155150). Refer to interlocal agreement #C-09-405-09-08.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

May 16, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts 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 revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from interlocal agreement with South Texas ISD for Walking Trail Project in the amount of $38,167.61 for Precinct 1. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/16/12
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. | 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-32344 **Budget and Management 19. A. 2.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2:
Approval of 2012 appropriation of funds for Pct. #2 (1200) in the amount of $316,000 from Pct.2 R&B Fund Balance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Available balance from R&B fund blalance $733,019.00 as of 5/16/2012

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:14 AM
Roland Garcia	Merlen P. Munoz	05/18/2012 08:03 AM
Olga Garza	Olga Garza	05/18/2012 11:44 AM
Auditor's Office	Arcilia Duran	05/18/2012 11:53 AM
Purchasing Department	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Yolanda Cisneros Started On: 05/14/2012 04:56 PM

Final Approval Date: 05/18/2012

DATE: May 14, 2012

2012
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Road Maintenance Department

ACCOUNT NUMBER: 2-1200-431-00-122-0XX-0-XXX

Contact Person: Yoli Cisneros **Ph#:** (956) 787-1891 Ext. 2002

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
2-1200-431-00-122-005-0-336	PCT2 ADMIN-COMPUTER SERVICES	$2,500.00
2-1200-431-00-122-005-0-743	PCT2 ADMIN-OFFICE FURNITURE & EQUIPMENT	$6,000.00
2-1200-431-00-122-005-0-890	PCT2 ADMIN - OTHER	$3,500.00
2-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	200,000.00
2-1200-431-00-122-027-0-711	PCT2 TOWER RD (MOORE-BALLI)-ROW	9,000.00
2-1200-431-00-122-027-0-731	PCT2 TOWER RD (MOORE-BALLI)-ROADS	50,000.00
2-1200-431-00-122-051-0-731	PCT2 EL GATO RD (W ALAMO-TOWER)-ROADS	25,000.00
2-1200-431-00-122-051-0-841	PCT2 EL GATO RD (W ALAMO-TOWER)-AID TO GOVNT	20,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 316,000.00

REASON: FUNDING FOR EXPECTED EXPENDITURES OF THE DEPARTMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32376 **Budget and Management 19. A. 3.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Auditor's Office **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund & Special Revenue Funds:
a. Approval of certification of revenues, as certified by the County Auditor, for 2011 capital lease expenditures.
b. Approval of 2011 appropriation of revenues and expenditures in the total amount of $606,238.48 to fund capital lease expenditures (agreements) for various departments.

BACKGROUND

Budget amendment was submitted by the Auditor's Office, attached.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** G/F & Special Revenue

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

BUDGETARY IMPACT:

Approval of 2011 appropriation of revenues and expenditures in the total amount of $606,238.48 to fund capital lease expenditures(agreements) for various depts.

Attachments

Certification of Revenue

Appropriation

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	05/16/2012 08:32 AM
Budget & Management	Merlen P. Munoz	05/16/2012 08:42 AM
Ivan Cantu	Ivan Cantu	05/18/2012 10:47 AM
Auditor's Office	Arcilia Duran	05/18/2012 11:07 AM
Purchasing Department	Marty Salazar	05/18/2012 04:33 PM

Form Started By: Erika Zamora Started On: 05/15/2012 04:01 PM

Final Approval Date: 05/18/2012

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 08, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from other financing sources for capital leases in the amount of $606,238.48 for various departments. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/11/12
Date

THE COUNTY OF HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: MAY 7, 2012

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: 1-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) 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 departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

	INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1.	1-1100-412-00-011-001-0-780	449TH DC-CAPITAL LEASES	XDC-338847	$ 7,978.35
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,978.35
2.	1-1100-412-00-026-001-0-780	CCL#6-CAPITAL LEASES	XGD-172758	5,245.36
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,245.36
3.	1-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES	XEK-585977	6,118.22
	1-1242-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,118.22
4.	1-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES	C14113938	4,405.49
	1-1242-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,405.49
5.	1-1100-412-00-061-001-0-780	JP PCT 1/PL 1-CAPITAL LEASES	WRR-560430	5,579.95
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,579.95
6.	1-1100-412-00-062-001-0-780	JP PCT 1/PL 2-CAPITAL LEASES	C14112315	6,608.23
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,608.23
7.	1-1100-412-00-064-001-0-780	JP PCT 2/PL 2-CAPITAL LEASES	C14108775	5,214.66
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,214.66
8.	1-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C14108050	6,303.20
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,303.20
9.	1-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C14108051	6,303.20
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,303.20
10.	1-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C14107773	7,056.85
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,056.85
11.	1-1100-415-14-115-001-0-780	DBM-BUDGET DIV-CAPITAL LEASES	XEK-498637	7,985.20
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,985.20
12.	1-1100-415-14-115-001-0-780	DBM-BUDGET DIV-CAPITAL LEASES	XEK-498799	7,985.20
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,985.20
13.	1-2201-415-00-115-009-0-780	DBM-HEALTH INS ADM-CAPITAL LEASES	XEK-498624	7,985.20
	1-2201-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,985.20
14.	1-1100-432-00-121-001-0-780	PCT1 SANITATION-CAPITAL LEASES	C14107477	5,034.84
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,034.84

15.	1-1100-452-00-121-013-0-780	PCT1 PARKS-CAPITAL LEASES	C14107590	5,124.75
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,124.75
16.	1-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	PBB-026533	12,561.53
	1-1200-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		12,561.53
17.	1-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	PBB-027119	14,368.56
	1-1200-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		14,368.56
18.	1-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	XKP-514240	29,561.71
	1-1200-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		29,561.71
19.	1-1100-419-60-125-010-0-780	MAILING SERVICES-CAPITAL LEASES	MAILING SYSTEM	44,144.77
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		44,144.77
20.	1-1100-419-50-125-003-0-780	SAFETY-CAPITAL LEASES	XEK-505436	8,315.77
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,315.77
21.	1-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	VMA-660087	3,201.96
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,201.96
22.	1-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	VMA-659687	3,201.96
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,201.96
23.	1-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	XEK-501085	6,118.22
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,118.22
24.	1-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	VMA-671457	2,212.63
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		2,212.63
25.	1-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES (2010 LEASE)	KBM-540771	3,628.45
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,628.45
26.	1-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES (2010 LEASE)	KBM-540731	3,628.45
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,628.45
27.	1-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	KBM-542421	3,628.45
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,628.45
28.	1-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	SCEXPN-0350006319	28,193.12
	1-1237-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		28,193.12
29.	1-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES	C14052810	5,637.22
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,637.22
30.	1-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES	3 COPIERS	15,104.52
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		15,104.52
31.	1-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	4 COPIERS	30,343.08
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		30,343.08
32.	1-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	6 COPIERS	45,514.62
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		45,514.62
33.	1-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	XEL-549143	11,673.94
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		11,673.94

34.	1-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	XEL-549797	11,673.94
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		11,673.94
35.	1-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	XEL-549543	13,934.87
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		13,934.87
36.	1-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	VMA-660197	2,446.94
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		2,446.94
37.	1-1100-421-00-295-001-0-780	CONSTABLE PCT.5-CAPITAL LEASES	C14109389	4,720.16
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,720.16
38.	1-1100-423-32-330-001-0-780	JUV DET HM-CAPITAL LEASES	VMA-660931	3,685.32
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,685.32
39.	1-1100-423-32-330-001-0-780	JUV DET HM-CAPITAL LEASES	XEK-620179	8,931.02
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,931.02
40.	1-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES	XEK-501614	17,018.66
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		17,018.66
40.	1-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	VMA-656167	3,685.32
	1-1295-393-70-330-028-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,685.32
41.	1-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	XEK-505864	16,036.85
	1-1295-393-70-330-028-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		16,036.85
42.	1-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASES	KBM-549047	5,410.82
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,410.82
43.	1-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES	9 COPIERS	72,452.52
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		72,452.52
44.	1-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES	5 COPIERS	46,588.90
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		46,588.90
45.	1-1293-441-10-340-013-2-780	TDH PHPSB-CAPITAL LEASES	XEL-588576	14,102.39
	1-1293-393-70-340-013-2-000	OTHER FINANCING SOURCES-CAPITAL LEASES		14,102.39
46.	1-1292-441-00-350-001-1-780	WIC ADM-CAPITAL LEASES	GPQ-55412	8,897.11
	1-1292-393-70-350-001-1-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,897.11
47.	1-1100-444-00-370-001-0-780	VETERAN'S SRV-CAPITAL LEASES	XDC-343191	10,686.00
	1-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		10,686.00
		TOTAL BUDGET INCREASE REQUEST		**$ 606,238.48**

REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENTS APPROVED BY ON COMMISSIONERS' COURT ON DIFFERENT DATES AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

There are no areas in my current budget to reduce in order to fund the above mentioned item's.

DEPARTMENT HEAD SIGNATURE

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

AI-32438 **Purchasing Department 20. A. 4.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of revised Compromise Settlement Agreement & Mutual Release and revised and updated AIA A101-2007 and A201—2007 Agreements Between Hidalgo County Head Start Program and Centennial Construction Enterprises, Inc. as modified by Legal Counsel, to allow Centennial Construction Enterprises, Inc. to Replace the Roof at the Palmview III Head Start Center Located at 1208 Paula Drive (Rear) Palmview, Texas Originally Installed by Same Contractor at No Cost to the Head Start Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pursuant to agreement there will be no expense to the Hidalgo County Head Start Program.

Attachments

1

2

3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/18/2012 04:50 PM
Auditor's Office	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Letty Saenz Started On: 05/17/2012 04:09 PM

Final Approval Date: 05/18/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

COMPROMISE SETTLEMENT AGREEMENT & MUTUAL RELEASE

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 (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, Hidalgo County and Head Start presented a Notice of Construction Defect "Claim ("Claim") against Centennial, which Centennial denied; 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" includes, 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" includes, 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.
2. Since Centennial is incurring the cost of the work and payment of Engineering cost, Centennial will manage the construction process and hire the subcontractors of its choosing.
3. Hinojosa Engineering and Hidalgo County shall 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 commencement of the work.

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.
7. Prior to the commencement of work this Release of Claims shall be fully executed by both parties. Upon execution of this Release of Claims, Centennial shall prepare a schedule for informational purposes.
8. The claims of the parties against each other which exist at the time of the signing of this document shall be released.
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 and discharge 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 presently 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 work previously done by Centennial Contractors under "the Contract" 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. This release does not apply to any claims that may arise from work done under the construction contract attached hereto as Exhibit B.

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. This Agreement shall never be treated as an admission of liability or responsibility by any party hereto.

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, and releases, 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 or as otherwise provided or required by law.

EXECUTED this _____ day of May, 2012.

HIDALGO COUNTY HIDALGO COUNTY

By: _____

Title:

HEAD START PROGRAM, AN AGENCY OF HIDALGO COUNTY

By: _____

Title:

CENTENNIAL CONTRACTORS ENTERPRISES, INC.

By:_____

Title:

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 «May » 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 78504and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
Hidalgo County Palmview III Head Start Center located at 1208 Paula Drive (Rear), Palmview, Texas 78572 Building Roof Repairs

The Architect:
(Name, legal status, address and other information)
Mr. Ricardo Hinojosa
Hinojosa Engineering, Inc.
108 West 18th Street
Mission, Texas 78572

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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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.)

« Date of commencement to be stated in the 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 and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, One Thousand and NO/100 Dollars ($1000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( ) 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 Pursuant to that Compromise Settlement Agreement and Mutual Release, entered into between the Owner and the Contractor, dated May __, 2012 (the "Release"), the Contractor has agreed to pay the Contract Sum in full for the Contractor's performance of the Work. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents. The Owner shall in no event be responsible for any payment to the Contractor for any portion of the Work the Contractor has agreed to perform pursuant to the Release and the Contract Documents. Notwithstanding any other provision in the Contract Documents to the contrary, in no event shall Owner be responsible for any payments to the Contractor for Contractor's performance of the Work to be performed by the Contractor pursuant to the Release and 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.)

Betterment Allowance	
TOTAL AMOUNT	

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. The Owner, agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this

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provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 DELETED.

§ 5.1.2 DELETED.

« »

§ 5.1.3 DELETED.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 DELETED.

§ 5.1.5 DELETED.

§ 5.1.6 DELETED.

§ 5.1.7 DELETED.

§ 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 DELETED.

§ 5.2.2 The Architect's Certificate of Final Completion shall not be given by the Architect until satisfactory evidence has been given by the Contractor to the Owner 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 "A",** 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 "A",** the method of binding dispute resolution shall be as follows:

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(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)*

« »

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, 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 "A",**

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§ 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 "A".**

§ 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: Not Applicable.

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 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' – AIA A201-2007, as modified by the Owner.
2. Exhibit 'B' Drawings & Specifications
3. Exhibit 'C' Notice to Proceed
4. Exhibit 'D' Certificate of Insurance
5. Exhibit 'E' Performance and Payment Bonds

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 "A",**

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*(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 “”**).*

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: **ATLAS, HALL & RODRIGUEZ, LLP**	**ATTEST:**
(Signature)	*(Signature)*
By: Stephen L. Crain	By: Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM: **OXFORD & GONZALEZ, LLP**	**APPROVED AS TO FORM:** **HIDALGO COUNTY HEAD START PROGRAM**
(Signature)	*(Signature)*
By: Ricardo Gonzalez	By: Teresa Flores, Executive Director
(Printed name and title)	*(Printed name and title)*

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Hidalgo County Palmview III Head Start Center located at 1208 Paula Drive (Rear), Palmview, Texas 78572
Building Roof Repairs

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

Mr. Ricardo HinojosaHinojosa Engineering, Inc.
108 West 18th Street
Mission, Texas 78572

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (except as provided in Paragraph 5.3 and 5.4 hereof), (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the Date of Commencement.

If such differences or conflicts were not called to Owner's and Architect's attention prior to the Date of Commencement, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 DELETED.
.3 DELETED.
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 DELETED.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

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§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate invoice shall be issued to the Contractor listing the payments then or thereafter due the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Owner are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing

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conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Section 15.1.5. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, may only be accomplished by an appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under the Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

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§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

1. represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
.2 represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
.3 certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

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§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Time. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of

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such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. In no event is the Owner responsible for costs that are more than or less than any allowances.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after execution of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 **DELETED**.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, shall promptlyprepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect.. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

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§ 3.10.2 The Contractor shall promptly prepare a submittal schedule, and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor,.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to issuance of the Certificate of Final Completion, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy,

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accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal

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defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph, Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved by the Architect prior to the Date of Commencement.

§3.19.2 If, after execution of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a a copy of the construction documents The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Contractor. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

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§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative, along with a representative designated by the Owner, during construction until the date the Architect issues the Certificate of Final Completion. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and the responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or

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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Final Completion.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after executionof the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 DELETED.

§ 6.1.2 DELETED.

§ 6.1.3 DELETED.

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§ 6.1.4 DELETED.

§ 6.2 MUTUAL RESPONSIBILITY
§ 6.2.1 DELETED.

§ 6.2.2 DELETED.

§ 6.2.3 **DELETED.**
§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner as provided in Section 10.2.5.

§ 6.2.5 DELETED.

§ 6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor and the Owner as to the responsibility for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK
§ 7.1 GENERAL
§ 7.1.1 Changes in the Work may only be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents and is subject to the approval of Owner.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim r a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES
§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 DELETED.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3 of the AIA document A101 – 2007 Edition, as modified by the Owner, per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal..

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by Owner under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 COMMITMENT OF CURRENT REVENUES ONLY

As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Contract, then the Owner may terminate this Contract upon ninety (90) days written notice to Contractor. The Owner 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 the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner.This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the WorkChange Order values and Construction Change Directives values shall be broken down to show the various subcontracts. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's progress of the Work and issuance of the Certificate of Substantial Completion and Certificate of Final Completion.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 DELETED.

§ 9.3.1.1 DELETED.

§ 9.3.1.2 DELETED.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work will pass to the Owner no later than the time of final completion. The Contractor further warrants that prior to the Architect's issuance of a Certificate of Substantial Completion and Certificate of Final Completion, the Contractor will certify to the Architect in writing that, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a

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claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT
§ 9.4.1 DELETED.

§ 9.4.2 DELETED.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION
§ 9.5.1 DELETED.

§ 9.5.2 DELETED.

§ 9.5.3 DELETED.

§ 9.5.4 DELETED.

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 DELETED.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receiving an invoice from a Subcontractor, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 Partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 **DELETED.**

§ 9.7 FAILURE OF PAYMENT
DELETED.
§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner.
§ 9.8 SUBSTANTIAL COMPLETION
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

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items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided

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the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate of Final Completion stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

§ 9.10.2 The Contractor shall submit to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after the date of final completion is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to issuance of certificate of final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 DELETED.

§ 9.10.4 The acceptance of the Work and issuance of a Certificate of Final Completion by the Architect, both as approved by the Owner shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance and issuance of a certificate of final completion of the Work by the Owner, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the date stated in the Certificate of Final Completion..

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such

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material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 **DELETED.**

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 **DELETED.**

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the issuance of the Certificate of Final Completion and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

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a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 DELETED.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement:"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises".

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without

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duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 **DELETED.**

§ 11.3.1.3 **DELETED.**

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 **DELETED**.

§ 11.3.6 **DELETED**.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property

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insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 **DELETED**.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code.

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate

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Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contractor shall pay to the Owner an amount that equals the difference in value between the conforming work and the nonconforming work, as determined by the Architect and approved by the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

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§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST
DELETED.

§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY
§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT
§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 The Certificate of Final Completion shall not be issued until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any

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other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2DELETED.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract. properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents**.**

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 DELETED..

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

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§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 DELETED.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

DELETED.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision

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Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 **DELETED**.

§ 15.2.6.1 **DELETED**.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract may be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION
The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER
§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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AI-32419 **Purchasing Department** **20. A. 5.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the revised proposal in the amount of $112,890.34 (originally approved by CC 3-13-12) submitted by Facility Solutions Group, awarded vendor, through the County's participation/membership with TASB's Buy Board Cooperative Purchasing Program in connection the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities for Hidalgo County Precinct No. 3 Lighting Retrofits to Precinct Facilities in as much as corrections to items in the original proposals were necessary in order to accurately be able to verify pricing in Buy Board contract.

BACKGROUND

Please see attached March 13th, 2012, approved agenda.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** EECBG

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

BUDGETARY IMPACT:

Pct 3 EECBG Acct# 2-1287-431-00-123-087-3-671

Attachments

Original Acceptance Agenda

FSG Proposal Pct 3 Lighting Retrofits

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Moises Salazar Started On: 05/16/2012

Final Approval Date: 05/18/2012

AI-31220 **22. A. 5.**
CC REGULAR
Meeting Date: 03/13/2012
Department Head: Martha Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of proposals received from awarded vendor, Facility Solutions Group through the County's participation/membership with Buy Board for the following projects in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted;

Proj. #	Dept.	Project Description	Amount
2012-065A-MSS	Precinct No. 1	Lighting Retrofit to Prct. 1 Offices -Phase III	$74,958.36
2012-065B-MSS	Precinct No. 3	Lighting Retrofit to various Prct. 3 Buildings and Solar Powered Lighting for Parks and Colonias.	$202,262.30
2012-065C-MSS	Precinct No. 4	Lighting Retrofit to various Prct. 4 Buildings and Solar Powered Lighting for Colonias.	$83,095.12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pct 1:
2-1287-431-00-121-098-3-671 -Pct 1 EECBG Phase III Lighting Retrofit to Pct 1 Offices (avail bal of $75,000.00 as of 3/9/12)

Pct. 3:
2-1287-431-00-123-087-3-671 LED/Retrofits $125,871.36 (pending Emergency Transfer JE# 20743 in the amount of $119,498.44)
2-1287-452-00-123-086-3-739 Park Efficient Lighting $45,366.48
2-1287-431-00-123-088-3-739 Solar Lights for Colonias $39,633.48

Pct. 4:
2-1287-431-00-124-080-3-671 $25,050.48 for Energy Efficient Lighting/Retrofits
2-1287-431-00-124-119-3-739 $69,025.84 for Solar Lights for Colonias
2-1200-431-00-124-007-0-739 PCT4 RD MAINT-OTHER STRUCTURES to cover $5,200.00 Pole Installation costs not covered by EECBG

Attachments

PCT 1 QUOTE FOR PHASE III
FSG Quotes -Pct 3 EECBG PROJ
FSG QUOTE -PCT 4 EECBG PROJ

Form Review

Inbox **Reviewed By** **Date**

Purchasing Department	Marty Salazar	03/09/2012 03:39 PM
Budget & Management	Erika Zamora	03/09/2012 03:50 PM
Dale Kennan	Dale Kennan	03/09/2012 04:49 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM
Form Started By: Moises Salazar		Started On: 02/24/2012 11:18 AM

Final Approval Date: 03/09/2012

RFP NO:2012-065B-MSS	Buyer: Moises Salazar	Tel. No: 318-2626 ext. 4863

REQUEST FOR PROPOSALS

Hidalgo County Precinct No. 3

Lighting Retrofit to Pct. 3 Buildings -EECBG

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address 2802 So. Bus. Hwy. 281
Postal Mailing Address: 2812 So. Bus. Hwy. 281
(Same Building) Corner of Canton & Bus. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2012-065B-MSS**

1. Proposals will be received for **"Hidalgo County Precinct No. 3- EECBG Grant –Lighting Retrofit to Pct. 3 Buildings -EECBG "** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and three (3) copies of all proposals are required, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP NO.: 2012-065B-MSS "Hidalgo County Precinct No. 3- EECBG –Lighting Retrofit to Pct. 3 Buildings -EECBG "** and in County's Purchasing Department, Physical Address 2802 So. Bus. Hwy. 281/Postal Mailing Address 2812 So. Bus. Hwy 281 (Same Building) Corner of Canton and Business 281, Administration Building, Edinburg, Texas, on **or before, February 28, 2012. NO LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL.** Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-bid project.

5. **For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security 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. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation **"Hidalgo County Precinct No. 3- EECBG - Lighting Retrofit to Pct. 3 Buildings -EECBG" -2012-065B-MSS**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 3
724 North Breyfogle
P.O. Box 607
Mission, TX 78572
(956) 585-4509
Attn: Norma Ceballos

16. Schedule of Events

Proposal Due Date,	**May 17**	**, 2012**
Award of Contract		, 2012
Commence Work or Deliver Products		, 2012

17. Proposer or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding **$100,000**, all bidders shall furnish a good and sufficient proposer bond in the amount of five percent of the total contract price. A proposer bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from debarment or suspension pursuant to federal regulation 45CFR76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for **$50,000** or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and 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.

18. 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.

19. **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.

20. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess 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. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in 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 proposal;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers 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.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and

description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposers indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. 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.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal
for

Hidalgo County Precinct No. 3-
Lighting Retrofit to Pct. 3 Buildings -EECBG
RFP NO: 2012-065B-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Bus. Hwy 281
Postal Mailing Address: 2812 So. Bus. 281
(Same Building) Corner of Canton & Bus. 281)
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Facility Solutions Group

Address: 585 S. Padre Island Dr., Co. Pts Christi, TX 78405

By: [signature]

Printed Name: David Thomas

Title: Division Manager

HIDALGO COUNTY PURCHASING DEPARTMENT

EXHIBIT "A"
Hidalgo County Precinct No. 3
Lighting Retrofit to Pct 3 Buildings,
EECBG
2012-065B-MSS

PROJECT SPECIFICATIONS

HIDALGO COUNTY PURCHASING DEPARTMENT

EXHIBIT "A"

Hidalgo County Precinct No. 3

Lighting Retro-Fit to Pct. 3 Buildings- EECBG

2012-065B-MSS

SCOPE OF WORK

Retro-fit Lighting systems including but not limited to new wall sensors, ceiling sensors and light bulbs to reduce energy costs substantially.

Dear Participants, currently the Hidalgo County Precinct No. 3 is requesting a proposal through your Buy Board Contract.

Project Overview: Hidalgo County was awarded a grant from the "Recovery Act: Energy Efficiency and Conservation Block Grant" from the U.S. Department of Energy ("DOE"), of which certain funds are intended to be contracted to a private firm to retro-fit the lighting system in Hidalgo County Precinct 3 buildings to new equipment designed to reduce substantially the energy costs associated with the lighting of the offices.

Buildings to be retrofitted will include but not limited to the following listed Precinct buildings.

1.	Anzalduas Park Bathrooms
2.	Anzalduas Park Pavilion
3.	Los Ebanos
4.	Santos Saldana
5.	Mesinas
6.	Pct. 3 Maintenance
7.	Pct. 3 Drainage
8.	Veterans

General Requirements:

1. **PREVAILING WAGE RATES/DAVIS BACON ACT COMPLIANCE:**
   The Contractor and each Subcontractor who performs work under the Contract must pay, at a minimum, the prevailing wage rates to a worker employed by it in the performance of the Work.

2. **BUY AMERICAN:**
   Proposal must comply with the Buy American Provisions of the American Recovery and Reinvestment Act.

Proposal must list the equipment and labor needed to complete the project as requested by the Precinct in a site walk thru. Listed materials and quantities on proposal will be reviewed and approved by the Precinct before awarding the project. Proposal must be completely covered thru Buy Board Contract.

HIDALGO COUNTY PURCHASING DEPARTMENT

EXHIBIT "B"

Hidalgo County Precinct No. 3
Lighting Retrofit to Pct 3 Buildings (EECBG)
2012-065B-MSS

PROPOSAL PAGE

	Building:	Retrofit Proposal Amount. Proposal line item breakdown must be attached with response.
1.	Anzalduas Park Bathrooms	$ 2,880.00
2.	Anzalduas Park Pavilion	$ 8,720.00
3.	Los Ebanos	$ 41,224.36
4.	Santos Saldana	$ 6,932.84
5.	Mesinas	$ 6,575.32
6.	Pct. 3 Maintenance	$ 25,623.82
7.	Pct. 3 Drainage	$ 9,767.12
8.	Veterans	$ 11,166.88
TOTAL PROJECT AMOUNT:		$ 112,890.34

COMPANY NAME:	Facility Solutions Group
AUTHORIZED SIGNATURE:	
PRINTED NAME:	David Thomas
TITLE:	Division Manager
PHONE NUMBER	361-882-5685
E-MAIL ADDRESS	david.thomas@fsgi.com

FACILITYSOLUTIONSgroup

May 17, 2012

Hidalgo County Precinct 3

Reference: Energy/lighting upgrades Anzalduas Bathrooms

Facility Solutions Group appreciates the opportunity to offer the following quotation.

Quantity	Description	Unit Cost	Total Cost
4	PLED 2X26 52W LED Pendant Fixtr	$ 590.00	$ 2,360.00
8hrs	Labor to install Exterior Fixture @ $65 per hr	$ 65.00	$ 520.00
	Total cost =		$ 2,880.00

This quote all includes required bonds

Please allow 6 weeks for delivery of product

FACILITYSOLUTIONSgroup

May 17, 2012

Hidalgo County Precinct 3

Reference: Energy/lighting upgrades Anzalduas Pavillion

Facility Solutions Group appreciates the opportunity to offer the following quotation.

Quantity	Description	Unit Cost	Total Cost
16	WPLED52 52W LED Fixture	$ 415.00	$ 6,640.00
32 hrs	Labor to Install Exterior fixture $ 65 per hr	$ 65.00	$ 2,080.00
	Total cost =		$ 8,720.00

This quote all includes required bonds

Please allow 6 weeks for delivery of product

FACILITYSOLUTIONSgroup

May 17, 2012

Hidalgo County Precinct 3

Reference: Energy/lighting upgrades Los Ebanos

Facility Solutions Group appreciates the opportunity to offer the following quotation.

Quantity	Description	Unit Cost	Total Cost
13	WPLED52 52W LED Fixture	$ 415.00	$ 5,395.00
26 hrs	Labor to Install Exterior fixture $ 65 per hr	$ 65.00	$ 1,690.00
368	200010 - 4' 15watt LED Tube	$ 69.52	$ 25,583.36
138	Journeyman Labor to install LED Tubes $ 62.00 per hr	$ 62.00	$ 8,556.00
	Total cost =		$ 41,224.36

This quote all includes required bonds

Please allow 6 weeks for delivery of product

FACILITYSOLUTIONSgroup

May 17, 2012

Hidalgo County Precinct 3

Reference: Energy/lighting upgrades Santos Saldana

Facility Solutions Group appreciates the opportunity to offer the following quotation.

Quantity	Description	Unit Cost	Total Cost
1	WPLED52 52W LED Fixture	$ 415.00	$ 415.00
42	200010 - 4' 15watt LED Tube	$ 69.52	$ 2,919.84
39 hrs	Journeyman Labor to install LED Tubes $ 62.00 per hr	$ 62.00	$ 2,418.00
2	CLED 2X26 Ceiling Mt LED Fixture	$ 590.00	$ 1,180.00
	Total cost =		$ 6,932.84

This quote all includes required bonds

Please allow 6 weeks for delivery of product

FACILITYSOLUTIONSgroup

May 17, 2012

Hidalgo County Precinct 3

Reference: Energy/lighting upgrades Mesinas

Facility Solutions Group appreciates the opportunity to offer the following quotation.

Quantity	Description	Unit Cost	Total Cost
9	WPLED52 52W LED Fixture	$ 415.00	$ 3,735.00
18 hrs	Labor to Install Exterior fixture $ 65 per hr	$ 65.00	$ 1,170.00
16	200010 - 4' 15watt LED Tube	$ 69.52	$ 1,112.32
9 hrs	Journeyman Labor to install LED Tubes $ 62.00 per hr	$ 62.00	$ 558.00
	Total cost =		$ 6,575.32

This quote all includes required bonds

Please allow 6 weeks for delivery of product

FACILITYSOLUTIONSgroup

May 17, 2012

Hidalgo County Precinct 3

Reference: Energy/lighting upgrades Maintenance

Facility Solutions Group appreciates the opportunity to offer the following quotation.

Quantity	Description	Unit Cost	Total Cost
17	WPLED52 52W LED Fixture	$ 415.00	$ 7,055.00
34 hrs	Labor to Install Exterior fixture $ 65 per hr	$ 65.00	$ 2,210.00
141	200010 - 4' 15watt LED Tube	$ 69.52	$ 9.802.32
105.7 hrs	Journeyman Labor to install LED Tubes $ 62.00 per hr	$ 62.00	$ 6,556.50
	Total cost =		$ 25,623.82

This quote all includes required bonds

Please allow 6 weeks for delivery of product

FACILITYSOLUTIONSgroup

May 17, 2012

Hidalgo County Precinct 3

Reference: Energy/lighting upgrades Drainage

Facility Solutions Group appreciates the opportunity to offer the following quotation.

Quantity	Description	Unit Cost	Total Cost
6	WPLED52 52W LED Fixture	$ 415.00	$ 2,490.00
12 hrs	Labor to Install Exterior fixture $ 65 per hr	$ 65.00	$ 780.00
56	200010 - 4' 15watt LED Tube	$ 69.52	$ 3,893.12
42	Journeyman Labor to install LED Tubes $ 62.00 per hr	$ 62.00	$ 2,604.00
	Total cost =		$ 9,767.12

This quote all includes required bonds

Please allow 6 weeks for delivery of product

FACILITYSOLUTIONSgroup

May 17, 2012

Hidalgo County Precinct 3

Reference: Energy/lighting upgrades Veterans

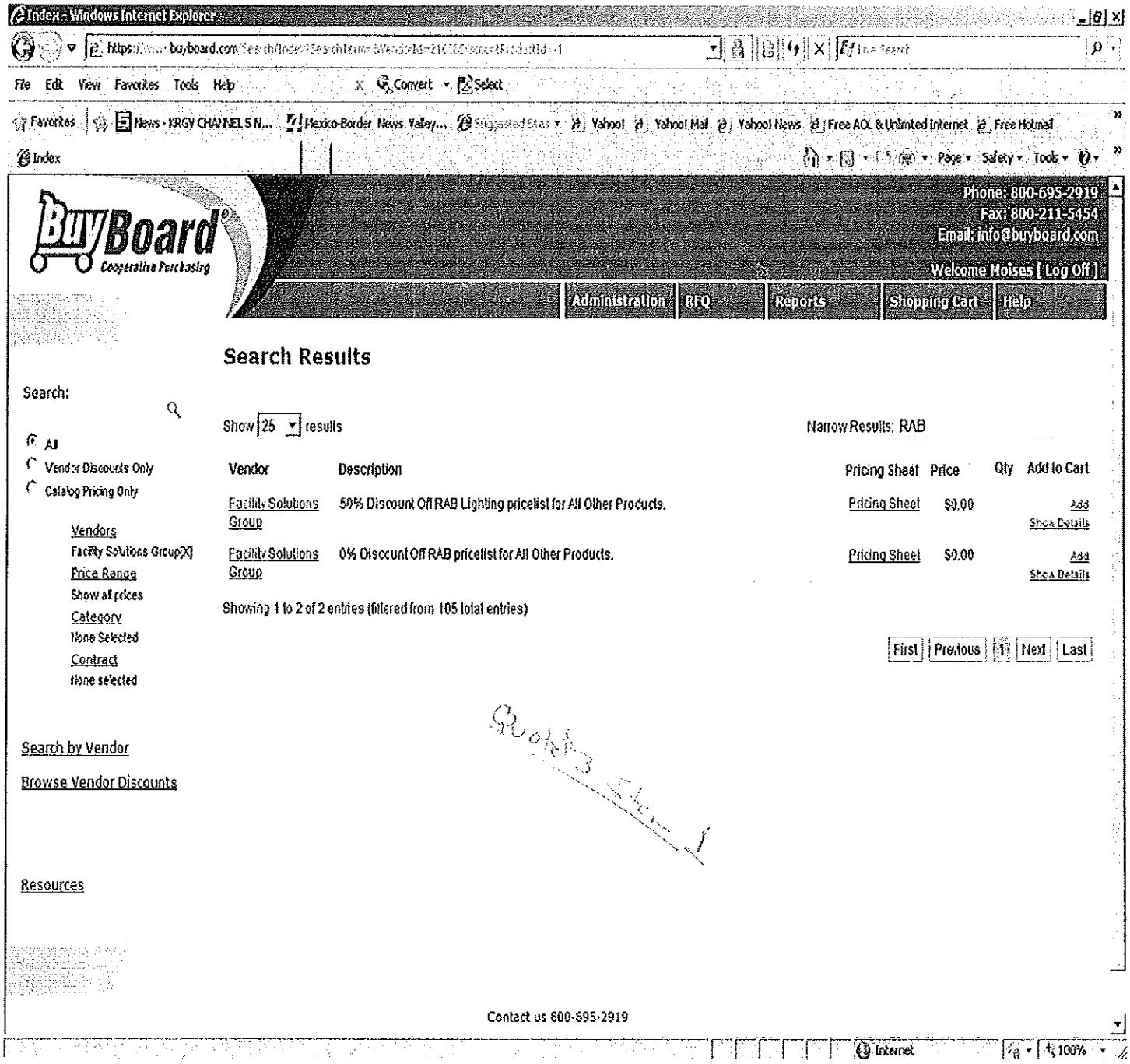
Facility Solutions Group appreciates the opportunity to offer the following quotation.

Quantity	Description	Unit Cost	Total Cost
13	WPLED52 52W LED Fixture	$ 415.00	$ 5,395.00
26 hrs	Labor to Install Exterior fixture $ 65 per hr	$ 65.00	$ 1,690.00
44	200010 - 4' 15watt LED Tube	$ 69.52	$ 3,058.88
16.5	Journeyman Labor to install LED Tubes $ 62.00 per hr	$ 62.00	$ 1,023.00
	Total cost =		$ 11,166.88

This quote all includes required bonds

Please allow 6 weeks for delivery of product

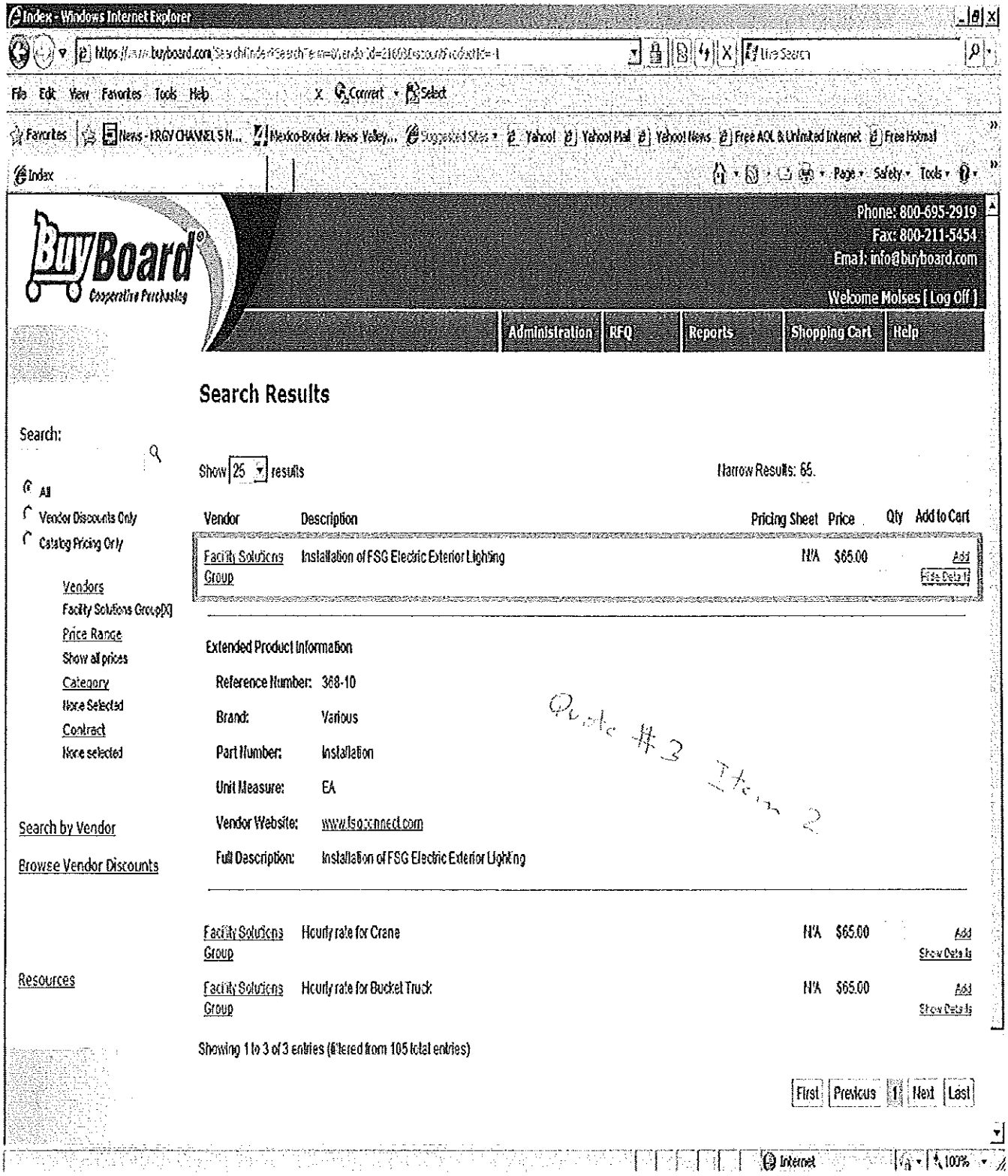
MOISES SALAZAR



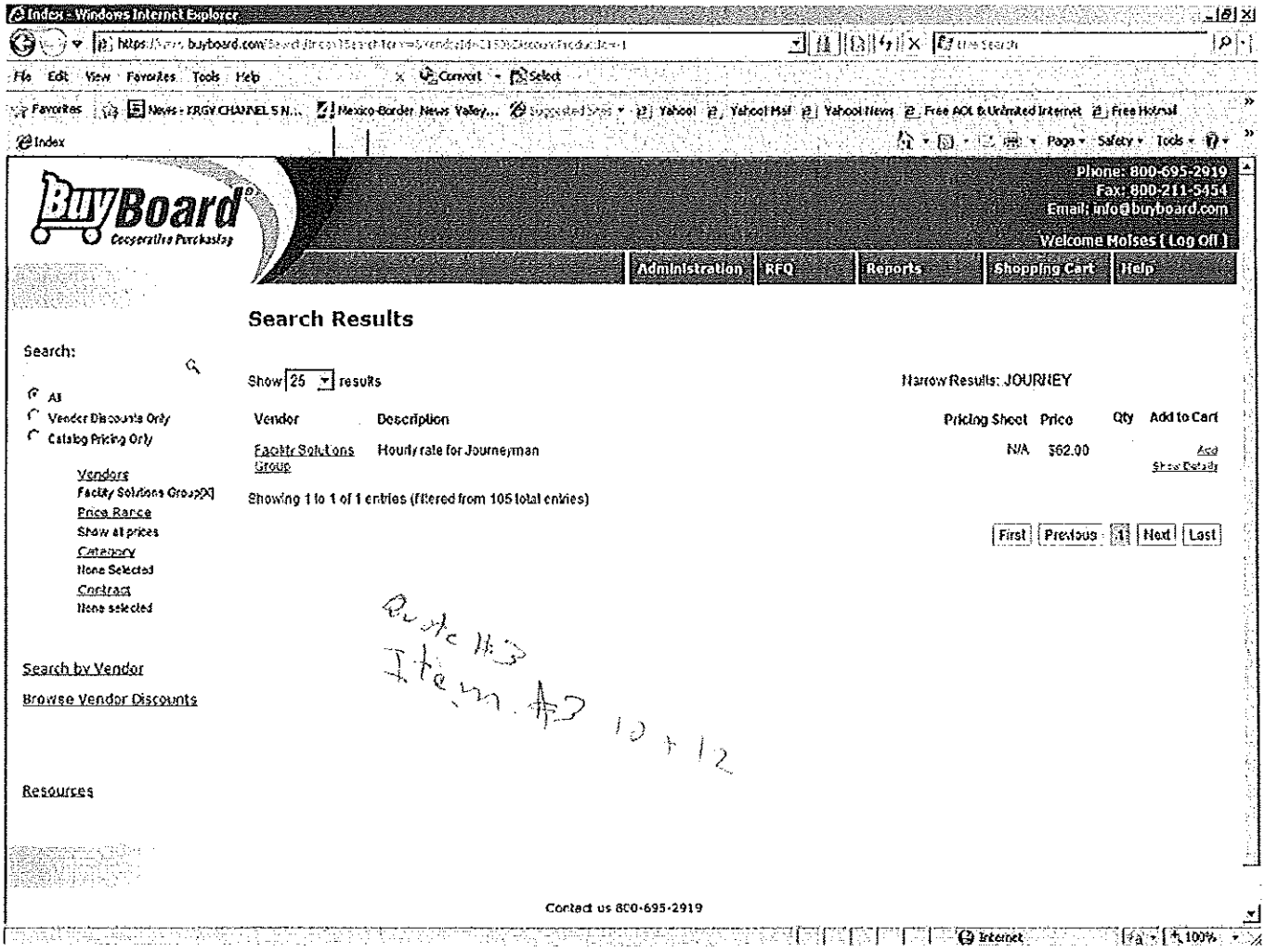
Facility Solutions Group/ Buy Board Contract -50% on RAB Products

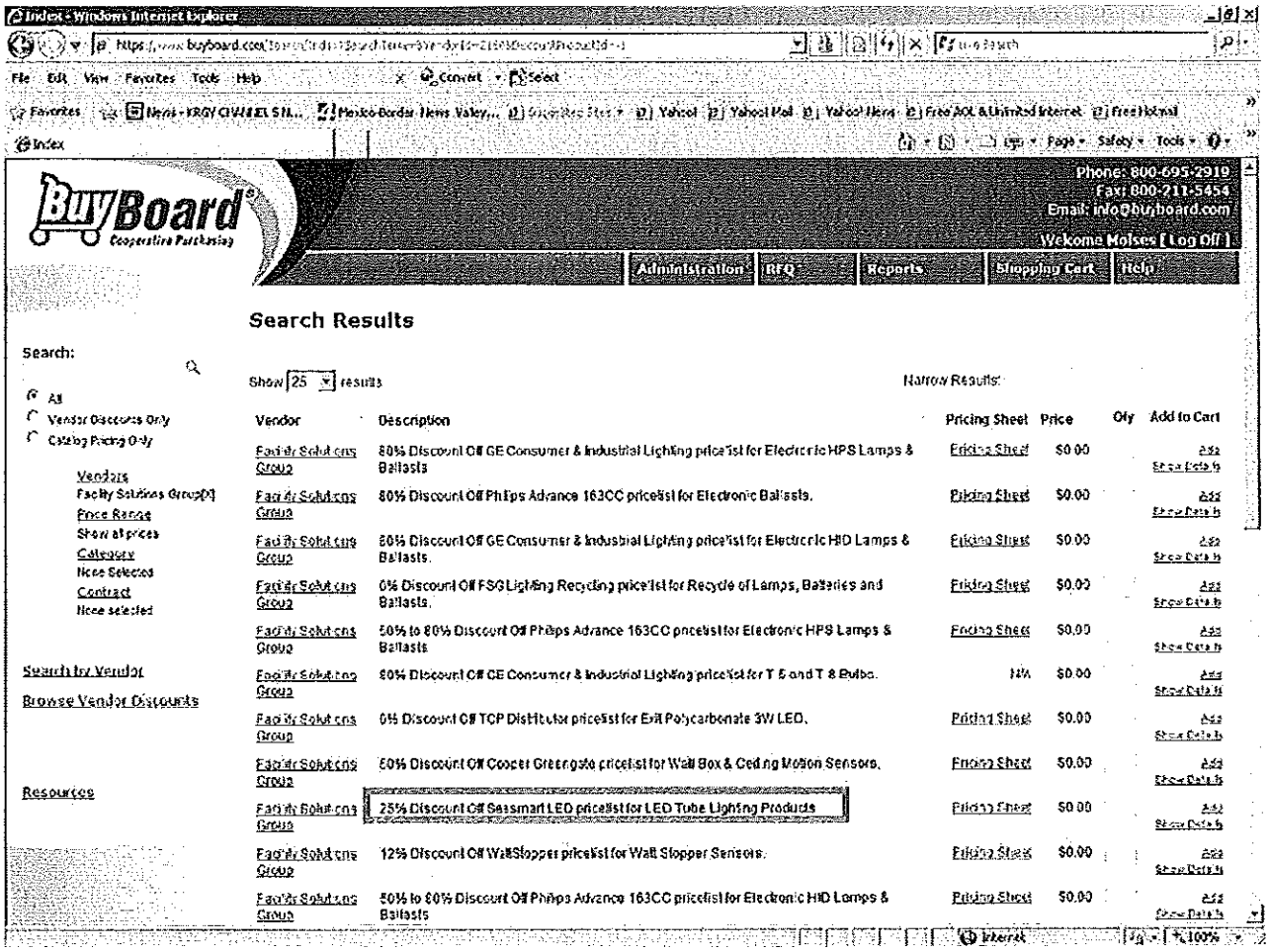
WPLED26MSS	1981376175	8.0000	1	$	657.50
WPLED26MSSW	1981376176	8.0000	1	$	657.50
WPLED26MSW	1981376158	8.0000	1	$	657.50
WPLED26N	1981302727	7.5000	6	$	610.00
WPLED26N/PC	1981302741	7.5000	6	$	660.00
WPLED26N/PC2	1981315705	7.5000	6	$	660.00
WPLED26NMS	1918376159	8.0000	1	$	722.50
WPLED26NMSS	1981376177	8.0000	1	$	722.50
WPLED26NMSSW	1981376178	8.0000	1	$	722.50
WPLED26NMSW	1981376160	8.0000	1	$	722.50
WPLED26NW	1981302728	7.5000	6	$	610.00
WPLED26NW/PC	1981302742	7.5000	6	$	660.00
WPLED26NW/PC2	1981315706	7.5000	6	$	660.00
WPLED26W	1981302726	7.5000	6	$	545.00
WPLED26W/PC	1981302740	7.5000	6	$	597.50
WPLED26W/PC2	1981315704	7.5000	6	$	762.50
WPLED26Y	1981315785	7.5000	6	$	610.00
WPLED26YW	1981315842	7.5000	6	$	610.00
WPLED26YW/PC	1981315809	7.5000	6	$	660.00
WPLED2T78	1981303042	34.7500	1	$	1,362.50
WPLED2T78N	1981303044	34.7500	1	$	1,362.50
WPLED2T78NW	1981303045	34.7500	1	$	1,362.50
WPLED2T78W	1981303043	34.7500	1	$	1,362.50
WPLED3T78	1981303046	34.7500	1	$	1,362.50
WPLED3T78N	1981303048	34.7500	1	$	1,362.50
WPLED3T78NW	1981303049	34.7500	1	$	1,362.50
WPLED3T78W	1981303047	34.7500	1	$	1,362.50
WPLED4T78	1981303050	34.7500	1	$	1,362.50
WPLED4T78/PC	1981315814	34.7500	1	$	1,410.00
WPLED4T78N	1981303052	34.7500	1	$	1,362.50
WPLED4T78N/PC	1981303093	34.7500	1	$	1,410.00
WPLED4T78N/PC2	1981303094	34.7500	1	$	1,410.00
WPLED4T78N/PCS	1981303095	34.7500	1	$	1,410.00
WPLED4T78N/PCS2	1981303096	34.7500	1	$	1,410.00
WPLED4T78NW	1981303053	34.7500	1	$	1,362.50
WPLED4T78NW/PC	1981303097	34.7500	1	$	1,410.00
WPLED4T78NW/PC2	1981303098	34.7500	1	$	1,410.00
WPLED4T78NW/PCS	1981303099	34.7500	1	$	1,410.00
WPLED4T78NW/PCS2	1981303100	34.7500	1	$	1,410.00
WPLED4T78W	1981303051	34.7500	1	$	1,362.50
WPLED4T78W/PC	1981303089	34.7500	1	$	1,410.00
WPLED4T78W/PC2	1981303090	34.7500	1	$	1,410.00
WPLED4T78W/PCS	1981303091	34.7500	1	$	1,410.00
WPLED4T78W/PCS2	1981303092	34.7500	1	$	1,410.00
WPLED5	1981315737	2.0300	2	$	242.50
WPLED52	1981302917	17.5500	1	$	907.50
WPLED52/PCS	1981376243	17.5500	1	$	797.50
WPLED52/PCS2	1981376244	17.5500	1	$	797.50
WPLED52LA	1981315879	17.5500	1	$	1,005.00
WPLED52LAW	1981315850	17.5500	1	$	1,005.00
WPLED52N	1981302919	17.5500	1	$	972.50
WPLED52N/PCS	1981376247	17.5500	1	$	847.50

MOISES SALAZAR



MOISES SALAZAR

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File Edit View Favorites Tools Help
Favorites
Index
BuyBoard
Cooperative Purchasing
Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com
Welcome Moises [Log Off]
Administration
RFQ
Reports
Shopping Cart
Help
Search Results
Search:
All
Vendor Discounts Only
Catalog Pricing Only
Vendors
Facility Solutions Group[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected
Search by Vendor
Browse Vendor Discounts
Resources
Show 25 results
Narrow Results:
Vendor
Description
Pricing Sheet
Price
Qty
Add to Cart
Facility Solutions Group
80% Discount Off GE Consumer & Industrial Lighting pricelist for Electronic HPS Lamps & Ballasts
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
80% Discount Off Philips Advance 163CC pricelist for Electronic Ballasts.
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
80% Discount Off GE Consumer & Industrial Lighting pricelist for Electronic HID Lamps & Ballasts.
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
0% Discount Off FSG Lighting Recycling pricelist for Recycle of Lamps, Batteries and Ballasts.
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
50% to 80% Discount Off Philips Advance 163CC pricelist for Electronic HPS Lamps & Ballasts
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
80% Discount Off GE Consumer & Industrial Lighting pricelist for T 5 and T 8 Bulbs.
N/A
$0.00
Add
Show Details
Facility Solutions Group
0% Discount Off TCP Distributor pricelist for Exit Polycarbonate 3W LED.
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
60% Discount Off Cooper Greengate pricelist for Wall Box & Ceiling Motion Sensors.
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
25% Discount Off Sassmart LED pricelist for LED Tube Lighting Products
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
12% Discount Off WallStopper pricelist for Wall Stopper Sensors.
Pricing Sheet
$0.00
Add
Show Details
Facility Solutions Group
50% to 80% Discount Off Philips Advance 163CC pricelist for Electronic HID Lamps & Ballasts
Pricing Sheet
$0.00
Add
Show Details
Internet
100%

Quote #3

LED Illumination Direct, Inc.
Item Price List
July 16, 2010

Item	Description		LIST PRICE
180054	Par 20, 6W, NWC, Dimmable,120V, 60°		$60.70
180055	Par 38, 6W, WWC, 120V, 100 degrees		$108.00
180056	Par 38, 6W, CWC, 120V, 100 degrees		$108.00
180057	Par 38, 6W, WWC, 120V, 18 degrees		$108.00
180058	PAR 38, 6W, CWC, 120V, 18		$108.00
180059	Par 38, 15W, WWC, 120-277V, 25 degree		$144.30
180060	Par 38, 15W, DWC, 120-277V, 25 degrees		$144.30
180061	Par 38, 15W, NWC, 120-277V, 25 degrees		$144.30
180062	R30, 9W, WWF, Dimmable, 120-265V		$104.40
180063	Dimmable R20 6W, WWF, 120-265V		$96.00
180064	R30, 9W, DWF, Dimmable, 120-265V		$104.40
180065	R20, 6W, DWF, Dimmable, 120-265V		$96.00
190000	Street Light, 75W, DWC, 120-277V		$927.00
190001	Street Light, 75W, WWC, 120-277V		$927.00
190002	Street Light, 75W, NWC, 120-277V		$927.00
190003	Street Light, 36W, WWC, 120-277V		$450.00
190004	Street Light, 36W, DWC, 120-277V		$450.00
190005	Street Light, 36W, NWC, 120-277V		$450.00
190006	Street Light, Tunnel, 75W, WWC, 120-277V		$927.00
190007	Street Light, Tunnel, 75W, DWC, 120-277V		$927.00
190009	Street Light, 150W, DWC, 120-277V		$1,236.00
190010	Street Light, 150W, WWC, 120-277V		$1,236.00
190011	Street Light, 150W, NWC, 120-277V		$1,236.00
190012	Street Light, 225W, DWC, 120-277V		$1,545.00
190013	Street Light, 225W, WWC, 120-277V		$1,545.00
190014	Street Light, 225W, NWC, 120-277V		$1,545.00
190016	Street Light, 300W, DWC, 120-277V		$1,854.00
190017	Street Light, 300W, WWC, 120-277V		$1,854.00
190018	Street Light, 300W, NWC, 120-277V		$1,854.00
200000	Tube Light, 2 Foot, 8W, WWF, 120V		$74.16
200001	Tube Light, 2 Foot, 8W, DWF, 120V		$74.16
200002	Tube Light, 2 Foot, 8W, CWF, 120V		$74.16
200003	Tube Light, 2 Foot, 8W, NWF, 120V		$74.16
200004	Tube Light, 4 Foot, 15W, WWF, 120-277V		$92.70
200005	Tube Light, 4 Foot, 15W, DWF, 120-277V		$92.70
200006	Tube Light, 4 Foot, 15W, CWF, 120-277V		$92.70
200007	Tube Light, 4 Foot, 15W, NWF, 120-277V		$92.70
200008	Tube Light, 4 Foot, 15W, WWC, 120-277V		$92.70
200009	Tube Light, 4 Foot, 15W, DWC, 120-277V		$92.70
200010	Tube Light, 4 Foot, 15W, CWC, 120-277V		$92.70
200011	Tube Light, 4 Foot, 15W, NWC, 120-277V		$92.70
200012	Tube Light, 2 Foot, 8W, WWC, 120V		$74.16
200013	Tube Light, 2 Foot, 8W, DWC, 120V		$74.16
200014	Tube Light, 2 Foot, 8W, CWC, 120V		$74.16
200015	Tube Light, 2 Foot, 8W, NWC, 120V		$74.16
200016	Tube Light, 5 Foot, 19W, WWC, 120-277V		$130.98
200017	Tube Light, 5 Foot, 19W, DWC, 120-277V		$130.98
200018	Tube Light, 5 Foot, 19W, CWC, 120-277V		$130.98
200019	Tube Light, 5 Foot, 19W, NWC, 120-277V		$130.98
200020	Tube Light, 5 Foot, 19W, WWF, 120-277V		$130.98

Quote #3
Items #. 9+9+11

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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and $500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

3. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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.

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.

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

N/A

Insurance Requirement Acknowledgment

I, David Thomas, authorized representative for Facility Solutions Group,
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; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

∂ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

∂ have already been met, see attached copy of insurance certificate.

_____ 5-17-2012

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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, Facility Solutions Group, 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 <u>must be presented</u> 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.**

[signature]
Authorized Signature

5-17-2012
Date

Facility Solutions Group
Company

585 S. Padre Island Dr.
Address

Corpus Christi, TX 78405
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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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.

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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

N/A

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "TITLE (PROJECT DESCRIPTION"
PROJECT NO.:

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, David Thomas, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____ - Div. MGR.

Subscribed and sworn to before me this 17th day of March 2012.

Notary Public RRodsy

My commission expires _____, 20____

ROSERIE RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
January 19, 2015

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 e-mail: purchasing@co.hidalgo.tx.us

Company Name: Facility Solutions Group **Telephone No.** (361) 882-5685

dba Name:

Legal Name: Facility Solutions Group

Mailing Address : 585 S. Padre Island Dr **Fax No.** ( )

Physical Address: //

City, State, Zip Corpus Christi, TX 78405 **Tax I.D. No.** Attached

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: TX **Date:**_____ **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify Electrical Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
David Thomas, Jason Zippian

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Electrical Contractor

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 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)
Facility Solutions Group, Inc.

Business name/disregarded entity name, if different from above
Facility Solutions Group

Check appropriate box for federal tax classification:
☐ 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.)
4401 Westgate Boulevard, Suite 310

Requester's name and address (optional)

City, state, and ZIP code
Austin, TX 78745-1494

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
7 4 - 2 9 4 2 8 3 8

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 ▶ William Graham Date ▶ 01-01-2012

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

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.

HIDALGO COUNTY PRECINCT NO. 3
"Lighting Retrofit to Pct. 3 Buildings -EECBG"

BID No. -2012-065B-MSS

SUBMITTAL CHECK LIST
FOR COUNTY FRONT END FORMS

The following list of forms from the County "Front End Documents" must be included in the RFP response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

✓ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

✓ Exhibit "D" -CIQ Form.

✓ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

✓ Vendor Bidder Application and IRS form W-9

✓ **Proposal Form,** including but not limited to any backup information, breakdowns, Sub-Contractors List (if any).

Name: _____

Signature: David Thomas Date: 5/17/2012

AI-32239 **Purchasing Department** **20. A. 6.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of reimbursement request(s) by Montalvo Insurance (awarded vendor for the Property and Casualty Insurance including Third Party Administrative Services) on quarterly basis for TPA Services rendered by TriStar Risk Management more specifically the CMS Mandatory Insurer Reporting (MIR) directives as per Section III of the Medicare, Medicaid and SCHIP Extension Act of 2007", a one time per claim fee in the amount of $7.85 for an estimated 30+ claims per quarter.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-00-125-009-0-350

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

BUDGETARY IMPACT:

Available balance as of 5-17-12 $3,000.00

Attachments

CMS SECTION 111 DOCUMENTATION AND CORREPONDENCE

PREVIOUS AGENDA DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/16/2012 04:12 PM
Budget & Management	Merlen P. Munoz	05/17/2012 08:02 AM
Ivan Cantu	Ivan Cantu	05/17/2012 03:54 PM
Auditor's Office	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Vangie Garcia Started On: 05/04/2012 03:42 PM

Final Approval Date: 05/18/2012

CENTERS for MEDICARE & MEDICAID SERVICES

Office of Financial Management/Financial Services Group

November 09, 2010

Medicare Secondary Payer Mandatory Reporting Provisions in
Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007
(See 42 U.S.C. 1395y(b)(7)&(b)(8))

ALERT

I. Revised Implementation Timeline for TPOC Liability Insurance (Including Self-Insurance) Settlements, Judgments, Awards or Other Payments

II. Extension of Current Dollar Thresholds for Liability Insurance (Including Self-Insurance) and Workers' Compensation

I. Revised Implementation Timeline for TPOC Liability Insurance (Including Self-Insurance) Settlements, Judgments, Awards or Other Payments

The required submission of liability insurance (including self-insurance) initial claim reports has been changed from the first calendar quarter of 2011 to the first calendar quarter of 2012 for all liability insurance (including self-insurance) TPOC amounts with no ORM involvement. Liability insurance (including self-insurance) ORM reporting is not subject to this delay.

Liability insurance (including self-insurance) TPOCs must be reported if the TPOC Date is on or after 10/1/2011.

- The current rule requiring reporting of NGHP TPOC Dates of 10/1/2010 has been changed to 10/1/2011 but **only** for liability insurance (including self-insurance) TPOCs.
- The reporting date requirements for TPOC Dates of 10/1/2010 and subsequent associated with no-fault insurance or workers' compensation claims remain unchanged.
- The reporting date requirements as documented in the User Guide for all NGHP ORM remain unchanged.
- Initial Claim Input Files for reportable claims are still due during the RRE's assigned file submission timeframe for the first calendar quarter of 2011. RREs that have reportable claims must commence production reporting in first calendar quarter 2011 and then include liability insurance (including self-insurance) TPOC reporting in the first calendar quarter of 2012 for TPOC Dates of 10/1/2011 and subsequent.

Regardless of this delay, an RRE who wishes to report liability insurance (including self-insurance) TPOC information may do so during their assigned file submission timeframe for any quarter prior to the first required submission in the first calendar quarter of 2012.

- Liability insurance (including self-insurance) TPOCs with TPOC Dates prior to 10/1/2011 will continue to be accepted on production files submitted prior to 2012 as long as the claim report meets the TPOC reporting thresholds defined below.
- CMS recognizes that many RREs are prepared to commence or continue production reporting of liability insurance (including self-insurance) TPOCs with dates prior to 10/1/2011. Early reporting is welcomed and encouraged. There will be no penalty associated with the early submission of liability (including self-insurance) TPOC information. In fact, early reporting of this TPOC information can work to the RRE's advantage since it will provide the RRE with an opportunity to refine its production reporting process prior to the required reporting date.

II. Extension of Current Dollar Thresholds for Liability Insurance (Including Self-Insurance) and Workers' Compensation

The interim dollar reporting thresholds set forth in Section 11.4 of version 3.1 of the MMSEA 111 Liability Insurance (Including Self-Insurance), No-Fault, and Workers' Compensation User Guide have all been extended by one calendar year.

Under Section 11.4, "**Workers' Compensation ORM**", the date 12/31/2011 is changed to 12/31/2012.

Under Section 11.4, "**Liability Insurance and Workers' Compensation TPOC Amounts**", the last four bullets are revised to read:

- Claim reports where the last (most recent) TPOC Date is **prior to January 1, 2013** with TPOC Amounts totaling $0.00 - **$5,000.00**, are exempt from reporting. Initial claim reports (add records) with no ORM (ORM Indicator = 'N') where the most recent TPOC Date is prior to January 1, 2013 with a total TPOC amount less than or equal to $5000.00 will be rejected.
- Claim reports where the last (most recent) TPOC Date is **January 1, 2013 through December 31, 2013** with TPOC Amounts totaling $0.00 - **$2000.00**, are exempt from reporting. Initial claim reports (add records) with no ORM (ORM Indicator = 'N') where the most recent TPOC Date is prior to January 1, 2014 with a total TPOC amount less than or equal to $2000.00 will be rejected.
- Claim reports where the last (most recent) TPOC Date is **January 1, 2014 through December 31, 2014**, with TPOC Amounts totaling $0.00 - **$600.00** are exempt from reporting. Initial claim reports (add records) with no ORM (ORM Indicator = 'N') where the most recent TPOC Date is prior to January 1, 2015 with a total TPOC amount less than or equal to $600.00 will be rejected.
- No threshold applies to claims where the last (most recent) TPOC Date is **January 1, 2015** and subsequent.

The content of this ALERT supersedes the content of the existing User Guide (Version 3.1) and will be incorporated into the next version of the User Guide.

Evangelina Garcia

From: Roy Quintanilha [roy.quintanilha@co.hidalgo.tx.us]
Sent: Thursday, March 15, 2012 2:23 PM
To: 'Martha Salazar'
Cc: 'Evangelina Garcia'; 'Ramon Montalvo'; 'Aida Alvarez'; fred reyna; rosie.luna@co.hidalgo.tx.us
Subject: FW: Hidalgo County Schip Fees
Attachments: CMSMemoLiability.pdf

Good afternoon Marty,

Can you please review the attachment and determine how it applies to our current contract. The way it is set up is much like the adjustor services. Montalvo secures and pays for the service. Montalvo Ins. then bills the County and we submit a check register to pay the invoice.

Because of these new regulations effective January 1, 2012, Tri-Star will conduct the inquiry for Medicare and Medicaid at a set rate per file. Tri-Star will bill Montalvo Insurance for the service. Once payment is issued, Montalvo Insurance will invoice us for reimbursement. I would like the item placed on the agenda for approval so that we can add this quarterly expense to our check register for payment.

Upon your review, let me know what needs to be done. Thanks.

Roy Quintanilha
Safety Director
Hidalgo Co. Safety Div.
2818 South Hwy 281
Edinburg, Texas 78540
(956) 318-2644
(956) 318-2658

From: Ramon Montalvo [mailto:ramon@montalvoinsurance.com]
Sent: Thursday, March 15, 2012 1:59 PM
To: Roy Quintanilha
Subject: FW: Hidalgo County Schip Fees

Roy, per your request, I'm getting you some back up info on this item(see attached). also, these charges will be billed on a quarterly basis so the first billing for this year will be coming in April. Let me know if you need anything else. Ramon

---

From: Jimmy Dyer [mailto:Jimmy.Dyer@tristargroup.net]
Sent: Thursday, March 15, 2012 8:46 AM
To: Ramon Montalvo
Subject: RE: Hidalgo County Schip Fees

Ramon,

Here is some additional information regarding SCHIP reporting requirements for Liability. TRISTAR charges a one-time fee of $7.85 per claim.

Let me know if you have any additional questions.

Jimmy Dyer
Director of Sales
TRISTAR Risk Management

Office: 361-857-0115 Ext. 3013
Fax: 361-857-0123
Mobile: 361-688-0449
Jimmy.Dyer@tristargroup.net

From: Jimmy Dyer [mailto:Jimmy.Dyer@tristargroup.net]
Sent: Wednesday, March 07, 2012 1:47 PM
To: Ramon Montalvo
Subject: RE: Hidalgo County Schip Fees

Will do.

Jimmy Dyer
Director of Sales
TRISTAR Risk Management
Office: 361-857-0115 Ext. 3013
Fax: 361-857-0123
Mobile: 361-688-0449
Jimmy.Dyer@tristargroup.net

From: Ramon Montalvo [mailto:ramon@montalvoinsurance.com]
Sent: Wednesday, March 07, 2012 11:40 AM
To: Jimmy Dyer
Subject: Hidalgo County Schip Fees

J, see below and let me have something as far as "particulars and back up" that Roy is refering to. Thanks. RM

From: Roy Quintanilha [mailto:roy.quintanilha@co.hidalgo.tx.us]
Sent: Monday, March 05, 2012 8:43 AM
To: Ramon Montalvo
Cc: Valde; fred reyna; maida.alvarez@co.hidalgo.tx.us; 'Monica Badillo'
Subject: RE: Question

That's fine, when you get the particulars and back up on the new regulations, please fwd them to me so that I can place this under Mr. Guerra's section on the Agenda in order to inform the court of the new requirements and costs associated with it. This way the court can take action so that the auditors won't have an issue with the paying of the invoices for this item.

Roy Quintanilha
Safety Director
Hidalgo Co. Safety Div.
2818 South Hwy 281
Edinburg, Texas 78540
(956) 318-2644
(956) 318-2658

From: Ramon Montalvo [mailto:ramon@montalvoinsurance.com]
Sent: Friday, March 02, 2012 2:35 PM
To: Roy Quintanilha
Cc: delia.hernandez@tristargroup.net; Jimmy Dyer
Subject: RE: Question

Roy, I spoke to Jimmy Dyer about this and he is thinking that Tristar can just bill this to our agency based on a flat monthly charge based on past liability experience. This way, we can pay it and then

charge the county similar to how we are handling the auto appraisal fees. I will be back in touch with you. Ramon

PS: I didn't want to bother you on your day off so thought I would email you vs. call.

From: Roy Quintanilha [mailto:roy.quintanilha@co.hidalgo.tx.us]
Sent: Thursday, March 01, 2012 8:26 AM
To: Ramon Montalvo
Cc: 'Sergio Cruz'; maida.alvarez@co.hidalgo.tx.us
Subject: FW: Question

Good morning Mr. Montalvo,

I think I got it straight now but I am going to have to discuss this issue with you. When you have time could you please give me a call.

Roy Quintanilha
Safety Director
Hidalgo Co. Safety Div.
2818 South Hwy 281
Edinburg, Texas 78540
(956) 318-2644
(956) 318-2658

From: Delia Hernandez [mailto:Delia.Hernandez@tristargroup.net]
Sent: Wednesday, February 29, 2012 12:09 PM
To: Roy Quintanilha
Subject: RE: Question

Hi Roy,

Thank you for your e-mail.

We are not needing authorization to issue settlement checks, this can continue the way it is. I am referring to the actual Schip fees that is associated with doing the query to Medicare/Medicaid on your behalf. As you know this fee is $7.85 and my question is, can we pay it off of the file?

Hope this clears things up?

Delia Hernandez
Branch Manager
TRISTAR Risk Management
Office: 210-404-0400 Ext. 2916
Fax: 210-404-0429
Delia.Hernandez@tristargroup.net

From: Roy Quintanilha [mailto:roy.quintanilha@co.hidalgo.tx.us]
Sent: Wednesday, February 29, 2012 10:17 AM
To: Delia Hernandez
Cc: David Guerrero; 'Sergio Cruz'; fred reyna; maida.alvarez@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; 'Ramon

Montalvo'; 'Monica Badillo'; 'Martha Salazar'
Subject: RE: Question

Good morning Delia,

Thank you for your call and explanation on the concern. In meeting with our Budget Officer, there are procedural questions that we have. Unlike the workers comp side, the County has been issuing checks due to concerns raised by our auditors office several years ago, specifically approval by Commissioners Court prior to issuing payment on settlements.

We would like to meet with you on this issue to discuss the new requirements on issuing settlement checks and potential impact to the County. The best days to set up a meeting would be on Wednesday or Thursday of any given work week.

Roy Quintanilha
Safety Director
Hidalgo Co. Safety Div.
2818 South Hwy 281
Edinburg, Texas 78540
(956) 318-2644
(956) 318-2658

From: Delia Hernandez [mailto:Delia.Hernandez@tristargroup.net]
Sent: Tuesday, February 28, 2012 9:54 AM
To: roy.quintanilha@co.hidalgo.tx.us
Cc: David Guerrero
Subject: FW: Question

Good Morning Roy,

Hope all is well. I wanted to provide you with some information regarding some federal changes that have taken place. Effective 1/1/12 all settlement, judgment, awards or payments made to or on behalf of a Medical beneficiary will need to be reported to the Secretary of Health and Human Services thru the Centers for Medicare and Medicaid Services.

This affects all liability claims, we must query all liability claims with CMS (Center for Medicare and Medicaid Services) one time for the life of the file in order be compliant with these changes.. There is a fee associated with this in order to have Tristar provide this service to Hidalgo County. Our fee is $7.85 per file, this is a onetime fee as we will query this w/ CMS for the life of the claim. We are currently doing on the Workers' comp side too as it does affect all lines of insurance.

We understand that you currently issue all checks on the liability side, therefore, we need to get direction from you as to how you would like to handle these. Would you like us to issue these checks? We currently have 4 that are pending (See attached report)

Please feel free to call me to further discuss.

Thank you,

19. Purchasing Department - Marty Salazar: (Exhibit W)

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

NO ACTION taken on items 19.A.1, 2 and 3.a, b & c.

4. AI-23149 a. Review and recommendation to accept the sole response received from Montalvo Insurance as qualified to proceed to the next phase of the procurement process for: "Hidalgo County's Property & Casualty Insurance Policies which includes TPA Services";

On motion of Commissioner Cuellar, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

b. Recommendation to accept "Premium Summary", award the proposal received from Montalvo Insurance for: Hidalgo County's Property & Casualty Insurance Policies which include TPA Services with authority to purchase said policies and services from the following companies, including, but not limited to the following: Chubb-Federal Ins.; Landmark American; Travelers-St. Paul; ACE American; Grupo Nacional Provincial; Illinois Union; Evanston Ins.; Certain Underwriters-Lloyds; Harleysville Mutual Ins. or, companies listed under ALTERNATE OFFER: One Beacon American Ins.; Great American and Travelers-St. Paul.

Martha Salazar, Purchasing Agent, recommended that the county take the Premium Summary, which does not including the Alternate Offer which would include: Chubb-Federal Ins.; Landmark American; Travelers-St. Paul; ACE American; Grupo Nacional Provincial; Illinois Union; Evanston Ins.; Certain

Underwriters-Lloyds; Harleysville Mutual Ins. Ms. Salazar further stated that this would include the Third Party Administration by TriStar.

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

5. **AI-23271 Approval of an "Amendment" to Contract #C-10-024-05-18 with TDS Recycling Corporation, dba, Weslaco Scrap Metal & Tesoro Metals Recycling Company for "Hidalgo County-Sale Of Scrap Metal"(on an as needed basis) reflecting details on timeline for payment of revenues by awarded vendor to Hidalgo County and as previously approved by Commissioners Court on May 18, 2010.**

   On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

6. **AI-23222 a. Status report (attached hereto and as requested by CC on 09-14-10) by Richard Sunday, Facilities Management, on the current on-going renovations to the third floor of the Adm. Bldg.;**

   b. Status report (attached hereto) by Richard Sunday, Facilities Management, on Adm. Bldg. general preparation/necessary projects requiring completion prior to commencement of general contractor renovations, including, but not limited to:

   1. Asbestos Abatement through awarded vendor - R.L. Abatement, Inc.;

   2. Elevator Modernization Project through awarded vendor - Thyssen Krupp;

   3. Fire Alarm System Repair Project through awarded vendor - Firetrol;

   NO ACTION taken on items 19.A.6.a & b.1, 2 & 3.

   c. Status report by project architect, Alcocer/Garcia Associates, Inc. on the (Renovation of first and Second Floors including South wing of Adm. Bldg. - 100 E. Cano, Edinburg, TX) plans and specifications of the projcet, with applicable action/approval including, but not limited to the following:

   1. Proceed to advertise the project with the current approved plans/specifications;

   Presentation by Eduardo Alcocer.

   NO ACTION on this items.

   2. Submission of timelines for project;

   Mr. Richard Sunday informed the Court that the expected time for the third floor completion would be November 26 through December 10, 2010.

   3. Other related issues

   NO ACTION taken on this item.

7. **AI-23261 a. Elections Department:**

   1. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262, Section .024, (a) (7)-"an item that can be obtained from only one source";

   On motion of Commissioner Cuellar, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-23149 **19.A.4.**

Property & Casualty Insurance (Including Third Party Services)

CC REGULAR

Date: 10/05/2010
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Review and recommendation to accept the sole response received from Montalvo Insurance as qualified to proceed to the next phase of the procurement process for: "Hidalgo County's Property & Casualty Insurance Policies which includes TPA Services";

b. Recommendation to accept "Premium Summary", award the proposal received from Montalvo Insurance for: Hidalgo County's Property & Casualty Insurance Policies which include TPA Services with authority to purchase said policies and services from the following companies, including, but not limited to the following: Chubb-Federal Ins.;Landmark American; Travelers-St. Paul; ACE American; Grupo Nacional Provincial; Illinois Union; Evanston Ins.; Certain Underwriters-Lloyds; Harleysville Mutual Ins. or, companies listed under ALTERNATE OFFER: One Beacon American Ins.; Great American and Travelers-St. Paul.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
ACCT. #: X-1100-419-00-115-025-0-521
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: 23419 prem summary '10-'11
Link: 23419 comp chart
Link: 23419 d recomend
Link: 23149 participation log
Link: 23419 rfp recpt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 04:25 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 08:57 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/01/2010 11:51 AM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Yvette Islas Started On: 09/22/2010 03:30 PM
Final Approval Date: 10/01/2010

AI-32253 **Purchasing Department** **20. A. 7.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation requesting approval of and authority to enter into final lease agreement (approved by legal counsel) for "Lease of Tower Space (McCook)" (RFB No. 12-040-04-11-YSI) with McAllen Communications Co., Inc.

BACKGROUND

First One (1) year term May 26, 2012 – May 25, 2013.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-441

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

BUDGETARY IMPACT:

Funds available as of 5-18-12

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

Funds available as of 5-18-12

Attachments

final agrmnt mc twr

steves approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/16/2012 04:15 PM
Budget & Management	Merlen P. Munoz	05/17/2012 08:02 AM
Ivan Cantu	Ivan Cantu	05/18/2012 03:05 PM
Auditor's Office	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Yvette Islas Started On: 05/07/2012 02:48 PM

Final Approval Date: 05/18/2012

STATE OF TEXAS

COUNTY OF HIDALGO

LEASE OF RADIO TOWER SPACE

C-12-040-05-22

THIS AGREEMENT this day made and entered into by and between MCALLEN COMMUNICATIONS COMPANY, INC., a Texas Corporation, acting by and through its authorized officers, hereinafter called "Lessor", and COUNTY OF HIDALGO, TEXAS, hereinafter called "Lessee";

WITNESSETH

WHEREAS, Lessor responded to a request for bids for the "Lease of Tower Space (McCook)", and

WHEREAS, Lessor submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibit A, and incorporated herein for all purposes (the Specification); and

WHEREAS, in recognition of and in consideration of Lessor's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to the Lessor on this 22rd day of May, 2012.

WHEREAS, Lessor is the owner of a 440 foot radio tower and concrete building at a location described as being Latitude 26° 32' 37" NORTH X Longitude 98° 22' 08" WEST, AMSL 302.3', AGL 459', Highest point AMSL 761.3', or hereafter called the Radio Tower, FCC Registration #1206137, and

WHEREAS, Lessor leases the surface to house the radio tower and equipment in the hereinafter described tract:

582 acres of land, more or less, being all of the South Half of Survey No. 487, Elder B. Barton Original Grantee, Certificate No. 964, Patent No. 217, Volume 8, Abstract No. 592, Hidalgo County, Texas, and being the same land described in Deed of Partition, dated April 16, 1940, recorded in Volume 469, Page 353, Deed Records, Hidalgo County, Texas, and

WHEREAS, Lessee operates a private station, and is desirous of using space on Lessor's said radio tower for its transmitting antenna and space in said building below said tower for the use of its transmitting equipment;

NOW, THEREFORE, Lessor does by these presents, LEASE LET, and DEMISE unto the Lessee the right to use said radio tower at a distance of Four Hundred Forty (440) feet from the ground for the installation and maintenance of their antenna and the right to use such space in the building at the foot of said tower as may be reasonably necessary for the operation of Lessee's equipment.

The term of this lease shall be for ONE (1) year, commencing on May 26, 2012 and terminating on May 25, 2013; subject however to earlier termination as hereinafter provided.

Provided Lessee is not in default hereunder, Lessee is granted the option to renew and extend this lease for an additional nine (9) one year terms, (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term, or, if applicable, any renewal term. Failure to timely deliver such notice shall constitute a waiver of this option to renew.

The rent payable by Lessee to Lessor under this lease agreement for the initial term shall be charged a monthly payment of $1,122.00, or an annual payment of $13,464.00 for the initial term. Specifics for each optional renewal term are specified in Lessor's bid packet attached hereto as Exhibit B. Each monthly rental payment is due on the first day of each month during the term of the lease.

The parties hereby agree and covenant with each other as follows:

1. Lessee shall pay the rent to Lessor at P. O. Box 1139, Edinburg, Texas 78540-1139, as the same shall become due.
2. Subject to the terms and conditions hereof, Lessor will maintain the radio tower, the building, and the ingress and egress road in suitable condition for use by Lessee for the purpose authorized hereunder.
3. Lessee shall promptly execute and fulfill all requirements of law, Federal, State and Local, applying to its business, and radio transmittal. Lessee shall not assign this agreement of sublet the premises, and any part thereof, without the consent of the Lessor in writing. Lessee shall not make any alteration in the building or tower without written consent.
4. If the leased premises shall be damaged by, or as a result of fire, windstorm, or other casualty, Lessor shall make repairs to such leased premises (exclusive of antenna and property of Lessee) with reasonable dispatch. Lessor shall not be responsible for any delays arising in connection with the adjustment of insurance loss or labor troubles and no abatement of rent shall be made in this case. There shall be no abatement of rent, unless the damage is so extensive that the tower and transmitter building leased hereunder cannot be used for ratio transmission by Lessee while being repaired, in which event, rent shall abate until such time as said tower and transmitter building shall have been put in repair. In the event the leased property, either the tower or the transmitter building, is destroyed or so damaged that in the opinion of the Lessor, it cannot be repaired within ninety (90) days after the loss, or if Lessor shall decide not to rebuild, or if the damage shall be caused under conditions not insured against by the Lessor and the Lessor shall decide not to repair the damage, then the Lessor, at its option, may terminate this lease and the rent shall be paid to the date of such damage and thereupon, the lease shall terminate.
5. If the Lessee shall fail to pay the rent of any installment thereof when due, the Lessor may, by thirty (30) days written notice to Lessee, cancel and terminate this lease.
6. Lessor shall furnish electric power required to operate the Lessee's radio base station equipment. Lessee shall install two transmitters/receivers that will provide interoperable communications between users of 800 MHZ and VHF two way radio equipment with the appropriate antennas and peripherals, specifically: One (1) Generator, One (1) 500 Gallon Fuel Tank, Two (2) Cross band Stations, Two (2) Antennas and Cabins, Two (2) 83" Cabinets

at said tower site. Upon execution of this lease agreement, Lessor shall fence tower area where Lessee's may install a combination lock and furnish combination to Lessee. Lessor shall not be responsible for any power failure including operations of generator equipment and fuel tank. By the same token, the Lessor shall not be responsible for the Lessee's radio equipment maintenance, unless a separate maintenance equipment contract is drawn to cover specified maintenance.

7. It is a condition precedent to any cause of action in the Lessee, that the Lessee shall serve written notice on the Lessor of the condition, defect, act, omission, or breach complained of. All notices required hereunder or that may be given hereunder shall be effective for all purposes if addressed by Lessee to Lessor at its principal place of business at P. O. Box 1139, Edinburg, Texas, and by Lessor to Lessee at its principal place of business.
8. If the Lessor is unable to give Lessee possession of the property and premises leased hereby on the date fixed for the commencement of this term, Lessee may terminate the Lease on written notice.
9. No representative, agreement, or promise has been made by the Lessor, or any agent of Lessor, except as stated herein or in a written communication to the Lessee signed by the Lessor, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the lease property and premises and the terms of this agreement.
10. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or occasioned by the failure of Lessee to maintain any of Lessee's equipment located on the premises. Lessor owns no vehicles and has no auto liability insurance. Lessor has no uninsured/underinsured motorist coverage. Lessor has no employees and has no workers' compensation insurance. Lessor provided proof of general liability coverage as stated in the response to bid attached hereto as Exhibit B.
11. Lessor leases the surface property from a third party. The property is operated for ranching, and leased for hunting, and oil and gas. There is livestock and wildlife on the property, including snakes, spiders, scorpions, etc. Lessee or its agents, contractors, or subcontractors should be notified of the activities and the wildlife in advance.
12. The tower building is equipped with an Argus Security System which monitors tower lights, temperature, and unauthorized entry. A code is required to gain entry to the site. Lessor recommends that Lessee or its agents, contractors, or subcontractors telephone Lessor prior to working at the site to avoid any unwarranted calls to law enforcement officials. Lessor or its agent will be available to answer telephone calls 24 (Twenty four) hours a day, 7 (seven) days a week. The contact numbers are as follows: regular working hours (956) 383-1960, after hours (McAllen Ranch main gate) (956) 481-3230.
13. In any 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 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.
15. 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.
16. 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 to decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exist.
17. No waiver by Lessor or Lessee of any breach of any provision of this Agreement shall be deemed to be a waiver or any preceding or succeeding breach of the same or any other provision hereof.
18. 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 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 County, and Lessor, and not otherwise.
19. At any time after the initial twelve (12) months of the term of this lease, this agreement may be terminated by Lessee without cause upon thirty (30) days written notice and payment of a Termination Fee equal to one-half (1/2) of the rent payable under the balance of the current 12 (twelve) month term of this lease.
20. **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 Leasee under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Lessor. Leasee 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 Lessor pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN TESTIMONY WHEREOF, witness our hands this, the _____ day of _____, 2012.

APPROVED BY COMMISSIONER'S COURT ON _____, 2012.

County of Hidalgo

By: _____
Ramon Garcia, County Judge

ATTEST:_____
Arturo Guajardo, Jr. County Clerk

LESSOR:
MCALLEN COMMUNICATIONS CO., INC.

_____
James A. McAllen, President
P. O. Box 1139
Edinburg, Texas 78540-1139
(956) 383-1960

Approved as to Form:

_____

By: Atlas & Hall, PLC/Date

From:	Yvette Islas
To:	"Martha Salazar"
Subject:	RE: tower space (mccook)
Date:	Monday, May 07, 2012 10:21:00 AM

Thank you.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, May 07, 2012 10:16 AM
To: 'Yvette Islas'
Subject: FW: tower space (mccook)

Here's you response.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, May 07, 2012 9:37 AM
To: 'Martha Salazar'
Subject: RE: tower space (mccook)

I am comfortable with 05.03.12.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, May 07, 2012 8:49 AM
To: 'Steve Crain'
Cc: 'Yvette Islas'
Subject: FW: tower space (mccook)
Importance: High

Mr. Crain:
Hopefully this explanation will clear things up for you. See below.
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Monday, May 07, 2012 8:34 AM
To: 'Martha Salazar'
Subject: RE: tower space (mccook)

The email attachment titled "05.04.12" is the agreement with the changes requested by Mr. Crain. I attached the original request for changes titled "steves corrections 05.03.12" for reference.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, May 07, 2012 8:11 AM
To: 'Yvette Islas'
Subject: FW: tower space (mccook)

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, May 07, 2012 7:17 AM
To: 'Martha Salazar'
Subject: RE: tower space (mccook)

I did not understand the reference 05.04.12.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, May 04, 2012 4:57 PM
To: 'Steve Crain'
Subject: RE: tower space (mccook)
Importance: High

The two sentences below from Yvette to me.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, May 04, 2012 4:39 PM
To: 'Martha Salazar'
Subject: RE: tower space (mccook)

Where are the buyer's comments?

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, May 04, 2012 3:03 PM
To: 'Steve Crain'
Cc: 'Yvette Islas'
Subject: FW: tower space (mccook)
Importance: High

Mr. Crain:
Read comments by Buyer prior to final review and comment as to form
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Friday, May 04, 2012 2:19 PM
To: 'Martha Salazar'
Subject: FW: tower space (mccook)
Importance: High

Ms. Marty,

Please have Mr. Crain review attached titled "05.04.12". I've attached the document with changes he requested on 05.03.12 for reference.

Thank you,
Yvette

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 03, 2012 5:09 PM
To: 'Steve Crain'
Cc: 'Yvette Islas'

Subject: FW: tower space (mccook)
Importance: High

Mr. Crain:
Please review, correct and comment as to form. We are getting ready to place on CC for action. If you will recall this is the lease where owner, McAllen Family, was very particular about letting vendors on to their property for any type of repairs. Let us know.
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Thursday, May 03, 2012 3:37 PM
To: 'Martha Salazar'
Subject: tower space (mccook)

Ms. Marty,
Please forward this to Mr. Crain for review. The vendor will review and initial the corrections on the bid pages. I would just like him to review so I can start working on anything I need to correct.

Thank you,
Yvette S. Islas
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

AI-32165 **Purchasing Department 20. B. 1.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Interlocal Agreement between Hidalgo County (effective upon HC-CC's approval) and the City Of Elsa (approved by Elsa City Council on 2-21-12) for the purposes to catch/capture and the transport of stray cats and dogs within Elsa City limits.

BACKGROUND

Interlocal Agreement has been reviewed and approved as to form by Ms. Josie Ramirez-Solis, Assistant DA

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co. City of Elsa will incurr any costs associated with maintaining the captured animals in the animal shelter after being captured by the Co. within city limits.

Attachments

Interlocal Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/09/2012 03:02 PM
Budget & Management	Merlen P. Munoz	05/09/2012 04:42 PM
Ivan Cantu	Ivan Cantu	05/17/2012 10:21 AM
Auditor's Office	Arcilia Duran	05/18/2012 02:41 PM
Martha Salazar	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Vangie Garcia Started On: 05/01/2012 04:51 PM

Final Approval Date: 05/18/2012

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, AND THE CITY OF ELSA, TEXAS,

THIS Agreement is made on this the **21st** day of **February**, 2012, by and between the **CITY OF ELSA, TEXAS,** hereinafter referred to as "ELSA", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as ACounty,@ pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Elsa is a located in Hidalgo County, Texas; and

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

WHEREAS, Elsa desires to give permission to County to catch and transport stray cats and dogs within Elsa city limits and County agrees it is in its best interest of the County to catch and transport such stray cats and dogs to a designated animal shelter in order to protect the public health and welfare of the citizens of the County;

WHEREAS, the stray cats and dogs are contributing to the stray animal population in the rural areas of County Precinct No. One.

WHEREAS, County agrees to provide qualified animal control officers and vehicles to catch and transport stray cats and dogs within the Elsa city limits to the extent County has current revenues available to provide such officers and vehicle to support Elsa;

WHEREAS, Elsa agrees to pay all of the costs established by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the Elsa city limits and transported to the designated animal shelter by the County;

WHEREAS, Elsa and County agree that County will have no obligation to pay any of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the Elsa city limits and transported to the designated animal shelter by the County and that the designated animal shelter is aware of and understands this Agreement;

WHEREAS, the County and Elsa are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov=t Code 791.001 *et. seq.*, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

WHEREAS, Elsa will benefit from the County catching and transporting stray dogs and cats within the Elsa city limits to a designated animal shelter; and

WHEREAS, the County has determined it would be in the best interest of the County for the County to catch and transport stray cats and dogs found within the Elsa city limits to a designated animal shelter.

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

1. County agrees to provide qualified personnel to catch and transport stray dogs found within the Elsa city limits to a designated animal shelter and provide the material, labor and equipment necessary for such services.

2. Elsa grants permission to the County to enter the Elsa city limits to catch and transport stray dogs to a designated animal shelter.

3. Elsa agrees to pay all of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the Elsa city limits and transported to the designated animal shelter by the County.

4. Elsa agrees that failure to pay the costs required by the designated animal shelter shall constitute grounds for termination of this Agreement by the non-defaulting party and/or the County.

5. Each party agrees to conform to its own applicable laws, regulations, policies, and procedures with respect to the portion of the services under this Agreement performed by each party.

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

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

8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any 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 County and Elsa, and not otherwise.

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

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

If to Elsa:	City Elsa, Texas Attention: Al Perez, Mayor Elsa City Hall 216 E. 4th Street Elsa, Texas 78543
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to :	Joel Quintanilla, Commissioner, Precinct No. 1 1902 Joe Stevens Drive Weslaco, Texas 78596

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.

11. **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.

12. **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.

13. **Assignment.** This Agreement shall not be assignable.

14. **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.

15. **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.

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

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

18. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

19. **Term and termination period.** The term of this agreement shall continue until either party hereto terminates this agreement without cause on thirty days written notice.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF ELSA

Alonzo R. Perez, Mayor

ATTEST:

Melissa S. Mata, City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

Evangelina Garcia

From: Joann [joann.gonzalez@co.hidalgo.tx.us]
Sent: Monday, April 30, 2012 4:42 PM
To: 'Evangelina Garcia'
Subject: RE: Elsa Interlocal

Thanks again! Let me know which agenda it will be on just to inform City of Elsa.

Sincerely,

Joann Gonzalez
Administrative Assistant
Hidalgo County Precinct One
1902 Joe Stephens Ave, Ste. 101
Weslaco, Texas 78596
Phone: 956-973-7815
Fax: 956-973-7853
Email: joann.gonzalez@co.hidalgo.tx.us

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From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, April 30, 2012 4:36 PM
To: 'Joann'
Subject: RE: Elsa Interlocal

Ok, will do.

Thanks

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Joann [mailto:joann.gonzalez@co.hidalgo.tx.us]
Sent: Monday, April 30, 2012 4:15 PM
To: 'Evangelina Garcia'
Subject: Elsa Interlocal

Good afternoon Vangie,

Attached is the Elsa interlocal on stray dogs signed by the city. Please review and place on agenda for the next available court date. Original will be sent to you tomorrow. Any questions please call or email me. Thank you!

Sincerely,

Joann Gonzalez
Administrative Assistant
Hidalgo County Precinct One
1902 Joe Stephens Ave, Ste. 101
Weslaco, Texas 78596
Phone: 956-973-7815
Fax: 956-973-7853
Email: joann.gonzalez@co.hidalgo.tx.us

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From:
Sent: Monday, April 30, 2012 3:49 PM
To: joann.gonzalez@co.hidalgo.tx.us
Subject: From ScanFront220

Evangelina Garcia

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, May 03, 2012 2:58 PM
To: 'Martha Salazar'; valde.guerra@co.hidalgo.tx.us
Cc: 'Evangelina Garcia'; 'Darlene Betancourt'; 'Moises Salazar'; monica.badillo@co.hidalgo.tx.us
Subject: RE: CITY OF ELSA INTERLOCAL-STRAY DOGS

I have reviewed and approve as to the form of the agreement.

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: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, May 01, 2012 2:23 PM
To: josephine.ramirez@da.co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us
Cc: 'Evangelina Garcia'; 'Darlene Betancourt'; 'Moises Salazar'; monica.badillo@co.hidalgo.tx.us
Subject: FW: CITY OF ELSA INTERLOCAL-STRAY DOGS
Importance: High

Ms. Josephine:
Please review and comment as to form.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, May 01, 2012 10:34 AM
To: 'Martha Salazar'
Subject: CITY OF ELSA INTERLOCAL-STRAY DOGS

Marty:
Attached for legal's review as to form is the interlocal document with City Of Elsa for the purposes of "Stray Dogs" services. This document was original prepared by legal for the City Of Edcouch back on October of 2011. However,

to avoid any concerns by Auditor's Office, please forward the document for legal review so as to proceed ahead with the agenda as requested by the Precinct.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

AI-32265 **Purchasing Department** **20. B. 2.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of request by Precinct #1 for Supplemental No. 1 through Work Authorization #1 as submitted by TEDSI Infrastructure Group, Inc.-Contract #C-08-227-02-09 for an increase of $63,808.53 for Mile 6 West from SH-107 to Mile 9 North due to new guidelines-TXDOT and the Federal Highway Administration:

A. Work Authorization No.1-Exhibit B-Services To Be Provided by Engineer-Scope of Work;
B. Exhibit C-Work Schedule;
C. Exhibit D-Fee Schedule

need to be revised with this supplemental request and thus resulting in an increase to the original work authorization amount of $1,817,940.03 to $1,881,748.56.

BACKGROUND

Supplemental document previously approved by legal pursuant to its review as to form of contract document back on February 9, 2009-see agenda item #13868.

In accordance with AFA between Co. & TXDOT, Co. is responsible to pay 20% and TXDOT is responsible to pay 80% of total cost of project.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-121-039-0-731

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

BUDGETARY IMPACT:

PO #617534 for TEDSI Infrastructure Group. Funds available as of 5-18-12 to fund Supplemental Agreement #1.

In accordance with AFA between Co & TXDOT, Co. is responsbile to pay 20% and TXDOT is responsible to pay 80% of total cost of project.

TXDOT receivable acct is 2-1315-126-20-000-012-0-000 "Due from State-Mile6W (US83-SH 107)"

Attachments

Supplemental Agreement #1

AI#32214 Documentation

Previous Agenda On Approval Of Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/10/2012 01:17 PM
Budget & Management	Merlen P. Munoz	05/10/2012 01:29 PM
Ivan Cantu	Ivan Cantu	05/18/2012 03:08 PM
Auditor's Office	Arcilia Duran	05/18/2012 03:16 PM

Form Started By: Vangie Garcia Started On: 05/08/2012 04:19 PM

Final Approval Date: 05/18/2012

EXHIBIT "F"
Supplemental Agreement Form

CONTRACT NO. C-08-227-02-09
WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 1

THIS **SUPPLEMENTAL AGREEMENT NO. 1 to WORK AUTHORIZATION NO. 1** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose Supplemental Agreement to the Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Fee Proposal. The Lump Sum Fee Proposal cost for services under this Supplemental Agreement to the Work Authorization is **$63,808.53**. This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement to the Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Supplemental Agreement to Work Authorization No. 1 shall be funded through funding source:

Account No. 2-1315-431-00-121-039-0-731
Requisition No. _____

PART 5. Period of Service. This Supplemental Agreement to the Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement to the Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 6. Responsibilities and Obligations. This Supplemental Agreement to the Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Joel Quintanilla, as to the content and detail of this Supplemental Agreement No. 1 to the Work Authorization No. 1.

Hidalgo County Precinct No. 1

By:_____
Joel Quintanilla, Commissioner Precinct No. 1

PART 8 Acceptance and Approval. This Supplemental Agreement to the Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on _____a indicated below and effective as of __ day of _____, 2012.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Supplement Agreement No. 1 to Work Authorization No. 1.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY:_____
Craig F. Stong, P.E. (Vice President)

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia (County Judge)

ATTEST:

By:_____
Arturo Guajardo Jr., Hidaglo County Clerk

LIST OF ATTACHMENTS:
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" – Fee Proposal

Approved As To Form:
Atlas & Hall, LLP

By:_____

CONTRACT NO. C-08-227-02-09
SUPPLEMENT AGREEMENT NO. 1
TO
WORK AUTHORIZATION NO. 1
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

Scope of Services to be Provided by the Engineer

The proposed work is to update the environmental assessment (EA) document submitted to TxDOT in 2010. This document will be updated to be in compliance with TxDOT proposed guidance (These requirements will be fully adopted and enforced for all pending environmental documents. The outline for the SOU requirements which are included in the scope below will be posted on TxDOT ENV's website).

1) One site visit will be required to revisit the project area by two discipline specialists, a biologist and a planner.

2) In addition, the environmental studies, investigations and the EA document will need to be brought to current standards with the Federal Highway Administration's (FHWA) Technical Advisory T6640.8A, TxDOT environmental manual, and current preferred EA outline. Moreover, TxDOT ENV is anticipating the release of the Standards of Uniformity (SOU) for EA's, in which the document will be required to follow, if SOU is approved prior to clearance of this document. The EA report will document the economic, social, and environmental conditions and potential impacts of the proposed project and will include an assessment of one build alternative and the no build alternative.

3) Task 1 – Project Management and Coordination

   a) The Project Manager will direct and coordinate the various elements and activities associated with the development of EA.

   b) The Project Manager will prepare a graphic project schedule indicating tasks, critical dates, milestones, deliverables and TxDOT review requirements. The project schedule will depict the order of the various tasks, milestones, and deliverables. The Project Manager will review and provide comments on its elements of the schedule when requested to do so.

   c) The Project Manager will submit monthly Invoices and progress reports.

   d) The Project Manager will provide ongoing quality assurance and quality control to ensure completeness of product and compliance with TxDOT procedures.

4) Task 2 – Update Environmental Assessment to current outline and standards

   a) Data Collection Process: Readily available environmental information relative to the project area will be updated during research efforts, field surveys, and from appropriate local, state, and federal agencies.

   b) Environmental Investigations and Assessments

      i) Cover Sheet.

      ii) Chapter Headings and Subheadings.

      iii) List of Figures (include typical sections, schematic).

      iv) List of Tables

v) List of Maps (include vicinity and location map on county road map base, and a location map on a USGS 7.5' topographic map base reproduced without enlargement or reduction).

vi) List of Exhibits (to support EA).

vii) List of Preparers

viii) References

ix) Acronyms

c) The EA in the TxDOT-preferred format will be revised and updated as follows:

i) Need for the Project. The EA shall explain why the Transportation Activity is proposed, including a description of the existing facilities and unsatisfactory conditions to be remedied. The EA shall identify and describe the transportation or other needs which the proposed Transportation Activity is intended to satisfy (e.g., provide system continuity, alleviate traffic congestion, improve safety or roadway unsatisfactory conditions).

ii) Purpose of the Proposed Project. The EA will include a clear description of the proposed Transportation Activity and the purpose it would serve. The focus of this description shall be on the basic features of the Transportation Activity without regard to alignment. This description also will include a general description of the proposed location, including city and county, project length, and proposed logical termini. The project location will be illustrated on a map.

iii) Objectives of the Project. The EA shall describe the goal(s) or desired outcomes that would be attained if a proposed alternative for the Transportation Activity were implemented. The objectives shall be clearly expressed and useful for identifying the alternative(s) that do and do not warrant consideration as a possible preferred alternative.

iv) Focus of This Environmental Analysis.

(1) Planning Process. The EA shall provide a brief historic description of the planning, scoping, and public involvement process that resulted in identifying the proposed Transportation Activity. The description shall summarize and reference the agencies and members of the public. The EA shall reference the applicable transportation improvement plan, relevant MPO information from the approved planning documents and conformity language for projects in air quality attainment areas. The project anticipated letting schedule and estimated cost of construction will be provided.

(2) Related Studies and Relevant Documents. The EA shall briefly discuss studies and documents containing data or information relevant to the EA. The EA shall only cross-reference relevant work that may affect decisions to be made as part of this proposed Transportation Activity (e.g., biological surveys, adjacent or contiguous Transportation Activities, and other relevant NEPA documents). The EA shall avoid discussions of studies and documents that do not contribute directly to the identification and selection of a preferred alternative.

(3) Issues/Resource(s) Studied in Detail. The EA shall include discussions of all relevant issues and resources (as outlined in FHWA Technical Advisory 6640.8A and in this scope) that would be affected by implementation of the proposed Transportation Activity. Discussions shall be introductory in scope. The EA shall briefly explain why each relevant issue and resource may have an impact associated with it. Detailed discussions shall be reserved for the Affected Environment and Environmental Consequences section

of the EA. Issues and resources that will not be affected by implementation of the proposed Transportation Activity are not relevant to this section and shall not be discussed in this section.

(4) Issues Eliminated From Further Study. Issues and resources that will not be affected by implementation of the proposed Transportation Activity are relevant to this section and shall be discussed in this section of the EA. The EA shall include very brief summaries justifying why potentially affected issue/resource(s) are not of concern as related to the implementation of this Transportation Activity based on studies completed for the particular issue/resource(s) in question. Studies performed for the EA may be referenced or incorporated by reference in the summary. If impacts to habitat or protected species will be an issue discussed in this section of the EA, this section shall contain a habitat description.

v) Applicable Regulatory Requirements and Required Coordination. The EA shall include only the regulations with which the State must comply regarding the issues studied in detail unless those regulations (e.g., 36 C.F.R. 800) require agency coordination regardless of impacts.

5) The EA shall identify alternatives that were considered, but eliminated from detailed study. The Engineer will describe how and why the reasonable alternatives (Build and No-Build) were selected for detailed study.

a) Process Used to Develop the Project Alternatives. The EA shall discuss the No-Build alternative. All reasonable alternatives considered shall be examined against the No-Build baseline and shall be discussed at equal levels of detail to provide an equitable comparison based upon the purpose and need and related objectives of the Transportation Activity. On Transportation Activities where a law, executive order, or regulation (e.g., Section 4(f), Executive Order 11990, or Executive Order 11988) mandates an evaluation of avoidance alternatives, the explanation of the Transportation Activity need shall clearly state how the law, executive order, or regulation affects avoidance alternatives or choice of the preferred alternative.

b) Requirements for and Benefits of Alternatives. The EA shall identify the characteristics that a good alternative being considered should have. These characteristics shall be used as criteria for determining whether each alternative meets the stated purpose, need, and objectives of the Transportation Activity and, therefore, warrants consideration for further study.

i) Principal Design Requirements. The EA shall include a discussion of required TxDOT or AASHTO design standards that must be implemented as part of the proposed Transportation Activity.

ii) Desired Design Benefits. The EA shall include a brief discussion of desired design features that would be beneficial as a result of the proposed Transportation Activity.

iii) Environmental Protection and Enhancement Requirements. The EA shall include a discussion of all reasonable avoidance, minimization, and enhancement efforts made for each of the alternatives considered for further study.

c) Alternatives Eliminated from Detailed Study. The EA shall discuss only those reasonable alternatives that were considered and provide a relevant justification why they were eliminated from detailed study. The EA shall briefly explain the main reason(s) why an alternative was

eliminated from consideration (e.g., did not meet principal design requirements, did not meet purpose and need, environmental impacts that could not be mitigated).

d) Detailed Description of Reasonable Alternatives

i) No-Build Alternative. The EA shall describe the characteristics of the no-build alternative.

ii) Reasonable Build Alternative(s). The EA shall individually describe the characteristics of each reasonable build alternative. This section shall be repeated for each reasonable build alternative.

6) Update and describe the existing social, economic, and environmental setting for the area affected by the reasonable alternatives. The description will be limited to data, information, issues, and values that will have a bearing on possible impacts, mitigation measures, and on the identification of a preferred alternative. Some resources below may be eliminated from detailed study in the EA. The following provides methods of analyses for resources discussed in Chapter 3.0 of the EA.

a) Socioeconomic Issues/Environmental Justice/Project Setting/Land Use – The updated U.S. Department of Commerce, Bureau of the Census 2010 information on the census block or lowest available data for the project area will be obtained and summarized. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. Changes in the neighborhoods or community cohesion will be assessed for various social groups in terms of generating new development, changing property values, and accessibility. Impacts on school districts, recreation areas, churches, businesses, and police and fire protection will be assessed, where information is available. Impacts to minority and/or low-income groups due to the implementation of the proposed project will be reviewed. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice.

i) The extent of residential and business displacements (if any) will be discussed for the Build alternative. The estimated number of single-family residential and multi-family residential homes to be displaced (if any) and a summary of the social characteristics of these households will be determined, based on available public information. Impacts on commercial/retail facilities that may be displaced will also be determined.

ii) As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. In addition, available population and land use study data will be reviewed to assess potential impacts of the proposed project on land use. This assessment of land use will include residential, commercial, industrial, education, open space, roadway ROW, and undeveloped land use categories.

iii) Economic impacts on the regional and local economies, such as the effects of the proposed project on development, tax revenues and public expenditures, employment opportunities, accessibility, and retail sales will be discussed. The impacts, both beneficial and adverse, on the economic vitality of existing businesses, business districts, and the resultant impact on the local economy will be described. The impacts will be assessed qualitatively.

b) Airway-Highway Clearance - The Engineer will collect and analyze data concerning airports within 20,000 feet of the proposed project.

c) Soils/Prime Farmlands - Soils in the area of the proposed project will be described according to the Natural Resources Conservation Service (NRCS). To ensure compliance with the Farmland Protection Policy Act (FPPA), the Engineer will consider proposed project impacts, and if

necessary coordinate with the NRCS and complete the Farmland Conversion Impact Rating Form CPA-106 and submit it to the NRCS for review, if necessary. The NRCS map for Cameron County will be reviewed, and the NRCS list of prime farmland soil types will be reviewed to determine if the proposed project area is potentially subject to the FPPA. If there is a potential for adverse impacts to FPPA lands, the EA will discuss alternative measures to avoid or minimize the impacts.

d) Beneficial Landscape Practices - The Engineer will address the Executive Memorandum related to Beneficial Landscape Practices.

e) Invasive Species - The Engineer will address the Executive Order related to Invasive Species.

f) Essential Fish Habitat - The potential for the proposed project to impact essential fish habitat will be reviewed and discussed.

g) Vegetation - The vegetation of the project area will be categorized and evaluated according to TxDOT's Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) with the Texas Parks and Wildlife Department (TPWD).

h) Wildlife - Wildlife habitat will be evaluated and potential impacts on wildlife will be assessed. Mitigation of possible impacts including habitat loss and fragmentation will be addressed.

i) Threatened and Endangered Species – Updated data will be obtained from the USFWS and the TPWD (Natural Diversity Database (NDD)) to determine the potential presence or absence of federally listed and proposed endangered or threatened species and critical habitat in the proposed project area. The Engineer will conduct a field survey of the project ROW to determine suitable and non-suitable habitat for the species potentially occurring within the project area. This scope of work does not include the preparation of a Biological Assessment, formal consultation under Section 7 of the Endangered Species Act, or presence/absence surveys.

j) Cultural Resources:

   i) Archeological: In 2004, Southern Archaeological Consultants, Inc. carried out an intensive pedestrian cultural resources survey of the project area. No cultural resources were recorded and there are no previously recorded archaeological sites, prehistoric or historic, present within the survey area. No further cultural resource work was recommended. A summary of the archeological investigations will be summarized for the EA and a copy of the letter will be included in an Appendix of the EA.

   ii) Historic Resources Survey: The site was originally surveyed in ca. 2004 and the APE was determined to be 150 feet. The survey was updated in ca. 2009. It is not anticipated that the historic resources survey would need updating at this time and is not included in the scope of work. Should TxDOT or FHWA require these section of the report to be updated it will be added by supplemental agreement.

k) Bicycle and Pedestrians - The Engineer will document any impacts to bicycle and pedestrian facilities and services in the area.

l) Section 4(f) Resources - The Engineer will review available data and perform on-site investigations to ascertain the presence of potential Section 4(f) lands, including public parks, recreation lands, and wildlife and waterfowl refuges that may be impacted by the proposed project. This scope of work does not include a Section 4(f) analysis.

m) Waters of the U.S. including Wetlands - Coordination was previously initiated with USACE on July 14, 2009. A copy of the letter will be included in an appendix in the EA. A permit from the USACE is not required.

n) Water Quality - Updated data from the water quality division of the Texas Commission on Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (EPA) under the Federal Clean Water Act and the Safe Drinking Water Act regarding principal or sole-source aquifers and wellhead protection areas.

o) Floodplains - National Flood Insurance Program (NFIP) maps will be reviewed to determine what portions of the proposed project area are encumbered by the base (100-year) floodplain. Floodplain encroachment will be described and mitigation measures will be discussed.

p) Coastal Zone Management – An evaluation of the proposed project relative to the jurisdictional boundary of the Texas Coastal Management Program.

q) Permits - As the archeology is complete for this project (No Antiquities Permit required) and no U.S. Army Corps of Engineers permit is required, this scope of work does not include the preparation and coordination of any permit applications or notifications.

r) Traffic Noise – An updated noise analyses using FHWA-approved traffic noise modeling (TNM) software and updated traffic numbers requested from TxDOT will be performed.

s) Air Quality – The project is located within an area that is considered to be in attainment or unclassifiable for each of the national Ambient Air Quality Standards (NAAQS) and therefore is not subject to the conformity rule. A qualitative Air Quality Analysis will be conducted using MOBILE 6 emission factors and the CALINE 3 line-source dispersion model. CO concentrations will be modeled using updated traffic numbers (estimated time of completion (ETC) year and the design year [ETC plus 20 years]) requested from TxDOT. For Mobile Source Air Toxics, a qualitative assessment of impacts due to vehicle emission of the six priority toxic air pollutants (benzene, 1,3-butadiene, acrolein, acetaldehyde, formaldehyde, and diesel exhaust hydrocarbons and particles) will be performed. A comparison of pollutant production and distribution for the build alternative and locate potential receivers within 100 and 500 meters of the proposed ROW will be performed. The work will be in accordance with the FHWA memo "Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents," issued on September 30, 2009, and other TxDOT and FHWA guidance.

t) Hazardous Materials

i) An updated review of the provided records will be performed according to TxDOT standards to identify listed hazardous waste generators; treatment, storage, and disposal facilities; solid waste landfills; unauthorized sites; documented spills; and underground storage tank sites within the proposed project area. Where practicable, during the field investigations, the hazardous materials sites identified in the database search that are adjacent to the project corridor will be visually inspected from public access points for the potential presence of hazardous substances and petroleum products on the subject properties. Identified sites will be located on maps. The current regulatory status of the site will be determined and presented along with the additional investigations that may be recommended based on these findings.

ii) This task does not include interviews with any local or adjacent landowners regarding the potential for hazardous materials use or sites. Should the hazardous materials sites review indicate that a Phase I Environmental Site Assessment, sampling, and/or subsurface investigations are warranted, These items would be additional services.

u) Construction Impacts – Potential adverse impacts associated with construction of the proposed project will be assessed.

v) Visual Impacts – An assessment of the existing visual qualities in the study area and identify areas where visual impacts could occur, if any.

w) Indirect and Cumulative Impacts – an updated for the identification of indirect and cumulative impacts in accordance with the requirements of TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (September 2010) and any other related guidance from FHWA will be performed.

x) Summary – A summary section of the EA will be provided.

7) A recommendation of the preferred alternative and appropriate mitigation measures (if needed) will be provided.

8) Deliverables and EA Review/Revisions

a) The information above will be compiled into a preliminary draft EA document. A discussion of the need and purpose of the project, alternatives, and reasons for selection of the preferred alternative will be included in the EA. The EA will also include discussions of mitigation measures that may reduce or eliminate identified environmental impacts.

b) The EA text will be prepared on an IBM-compatible computer with Microsoft Word software and a CD will be provided, if requested. Exhibits will be limited to 8.5"x 11" format, if possible.

c) The following will be provided:

i) Two copies of the preliminary draft EA electronic document (V1) for TxDOT-Pharr District for review and comment. Upon receipt of comments, revisions will be made and the additional information needed to complete the items will be incorporated into the draft EA (V2).

ii) Three (3) copies of the draft EA document (V2) and electronic copy will be prepared and provided to TxDOT-Pharr District for TxDOT-Environmental Affairs Division (ENV) review.

iii) After receiving comments from TxDOT-Environmental Affairs Division (ENV) (round one), revise and provide three (3) copies of the draft EA document (V3) will be prepared to TxDOT-Pharr District for TxDOT-Environmental Affairs Division (ENV) resubmittal.

iv) After receiving comments from TxDOT-ENV (round two), revise draft EA document and submit the revised draft to TxDOT-Pharr District for Agency review (V4) (4 copies).

v) Revise Draft EA per agency comments.

vi) Revise draft EA document and submit 6 copies of the Final Draft EA to FHWA (V5).

vii) Revise final draft, if required, and submit 6 copies of the Final EA (V6).

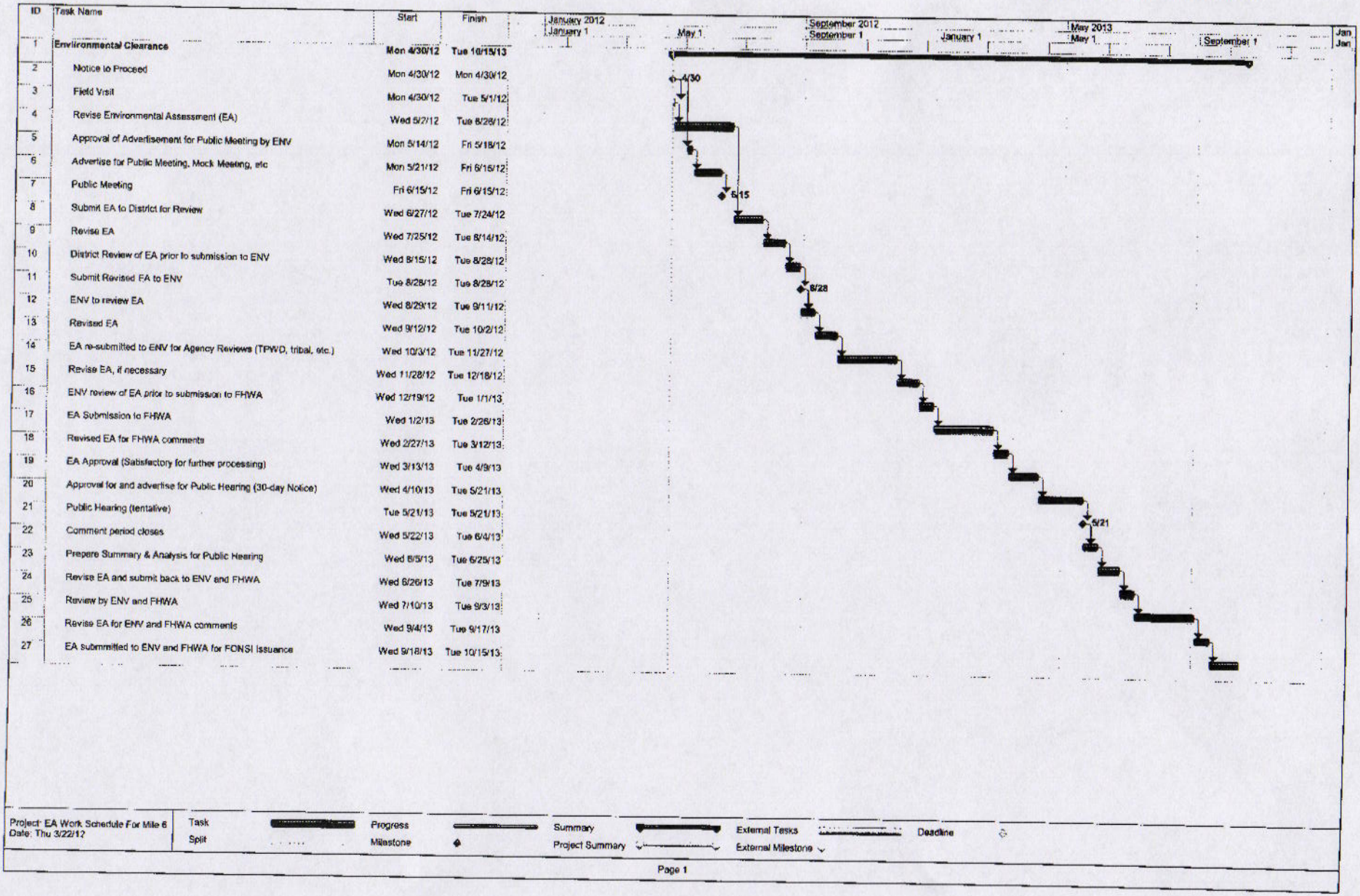
viii) Four copies of the Public Meeting and Public Hearing summary report and one electronic copy in PDF format of the summary report will be delivered to TxDOT-Pharr District.

TEDSI INFRASTRUCTURE GROUP

ATTACHMENT C
WORK SCHEDULE

CONTRACT NO C-08-227-02-09
SUPPLEMENTAL AGREEMENT NO. 1 TO
WORK AUTHORIZATION NO. 1

ID	Task Name	Start	Finish
1	**Environmental Clearance**	**Mon 4/30/12**	**Tue 10/15/13**
2	Notice to Proceed	Mon 4/30/12	Mon 4/30/12
3	Field Visit	Mon 4/30/12	Tue 5/1/12
4	Revise Environmental Assessment (EA)	Wed 5/2/12	Tue 8/28/12
5	Approval of Advertisement for Public Meeting by ENV	Mon 5/14/12	Fri 5/18/12
6	Advertise for Public Meeting, Mock Meeting, etc	Mon 5/21/12	Fri 6/15/12
7	Public Meeting	Fri 6/15/12	Fri 6/15/12
8	Submit EA to District for Review	Wed 6/27/12	Tue 7/24/12
9	Revise EA	Wed 7/25/12	Tue 8/14/12
10	District Review of EA prior to submission to ENV	Wed 8/15/12	Tue 8/28/12
11	Submit Revised EA to ENV	Tue 8/28/12	Tue 8/28/12
12	ENV to review EA	Wed 8/29/12	Tue 9/11/12
13	Revised EA	Wed 9/12/12	Tue 10/2/12
14	EA re-submitted to ENV for Agency Reviews (TPWD, tribal, etc.)	Wed 10/3/12	Tue 11/27/12
15	Revise EA, if necessary	Wed 11/28/12	Tue 12/18/12
16	ENV review of EA prior to submission to FHWA	Wed 12/19/12	Tue 1/1/13
17	EA Submission to FHWA	Wed 1/2/13	Tue 2/26/13
18	Revised EA for FHWA comments	Wed 2/27/13	Tue 3/12/13
19	EA Approval (Satisfactory for further processing)	Wed 3/13/13	Tue 4/9/13
20	Approval for and advertise for Public Hearing (30-day Notice)	Wed 4/10/13	Tue 5/21/13
21	Public Hearing (tentative)	Tue 5/21/13	Tue 5/21/13
22	Comment period closes	Wed 5/22/13	Tue 6/4/13
23	Prepare Summary & Analysis for Public Hearing	Wed 6/5/13	Tue 6/25/13
24	Revise EA and submit back to ENV and FHWA	Wed 6/26/13	Tue 7/9/13
25	Review by ENV and FHWA	Wed 7/10/13	Tue 9/3/13
26	Revise EA for ENV and FHWA comments	Wed 9/4/13	Tue 9/17/13
27	EA submmitted to ENV and FHWA for FONSI Issuance	Wed 9/18/13	Tue 10/15/13



Contract No. C-08-227-02-09
Work Authorization No. 1
Supplemental Agreement No. 1

Attachment D
Fee Proposal

Description of Tasks	Principal	Sr. Engineer/Sr. Env. Planner	Env. Scientist (Planner)	Env. Scientist (Biologist)	Principal Archeologist	GIS	Admin/Clerical	Total Hours	Total Labor
	$183.00	$119.00	$110.00	$104.00	$110.00	$80.00	$60.00		
TASK. SITE VISIT									
Field Visit for NEPA Writer	0	0	16	0	0	0	0	16	$1,760.00
Subtotal	0	0	16	0	0	0	0	16	$1,760.00
TASK. PROJECT MANAGEMENT									
Project set-up, Direct and coordinate the various elements and activities associated with the EA	0	18	0	0	0	0	4	22	$3,390.00
Prepare for and attend one meeting to discuss schematic design & public involvement (1 mtg)	0	4	0	0	0	0	0	4	$700.00
Monthly Invoices and Progress Reports	0	18	0	0	0	0	2	20	$3,270.00
QA/QC EA at draft, agency reviews and FHWA	0	12	0	0	0	0	0	12	$2,100.00
Subtotal	0	52	0	0	0	0	6	58	$9,460.00
TASK. ENVIRONMENTAL ASSESSMENT									
Data Collection	0	0	1	0	0	0	0	1	$110.00
Need and Purpose	0	0	1	0	0	0	0	1	$110.00
Alternatives Analysis									
Process used to develop the project alternatives	0	0	2	0	0	0	0	2	$220.00
Requirements for and benefits of alternatives	0	0	2	0	0	0	0	2	$220.00
Principal Design Requirements	0	0	2	0	0	0	0	2	$220.00
Desired Design Benefits	0	0	2	0	0	0	0	2	$220.00
Environmental Protection and Enhancement Requirements	0	0	2	0	0	0	0	2	$220.00
Alternatives eliminated from detailed study	0	0	2	0	0	0	0	2	$220.00
Detailed description of reasonable alternatives	0	0	2	0	0	0	0	2	$220.00
Objectives of the Project	0	0	2	0	0	0	0	2	$220.00
Environmental analysis and Issues Eliminated from From Further Study	0	0	1	0	0	0	0	1	$110.00
Planning Process	0	0	2	0	0	0	0	2	$220.00
Scoping Process	0	0	2	0	0	0	0	2	$220.00
Public Involvement Process (Summary)	0	0	2	0	0	0	0	2	$220.00
Related Studies and Relevant Documents	0	0	6	0	0	0	0	6	$660.00
Issues studied in detail and Issues eliminated from further study	0	0	2	0	0	0	0	2	$220.00
Subtotal	0	0	3	0	0	0	0	3	$330.00
TASK. ISSUES STUDIED IN DETAIL	0	0	33	0	0	0	0	33	$3,630.00
ROW and property acquisition	0	0	8	0	0	0	0	8	$880.00
Land Use	0	0	8	0	0	0	0	8	$880.00
Vegetation Impacts	0	0	0	6	0	0	0	6	$600.00
Wildlife	0	0	2	4	0	0	0	6	$620.00
Noise analysis	0	0	32	0	0	0	0	32	$3,520.00
Soils/Farmlands	0	0	8	0	0	0	0	8	$880.00
Threatened and Endangered Species	0	0	0	24	0	0	0	24	$2,400.00
Indirect and Cumulative Analysis	0	0	24	4	0	0	0	28	$3,040.00
Figures (Land use, Vegetation, ICI RSA's)	0	0	8	0	0	40	0	48	$4,080.00
Subtotal	0	0	90	38	0	40	0	168	$16,900.00
TASK. ISSUES ELIMINATED FROM FURTHER DETAIL									
Population and Demographic Characteristics	0	0	8	0	0	0	0	8	$880.00
Environmental Justice, LEP	0	0	1	0	0	0	0	1	$110.00
Public Facilities and Services	0	0	1	0	0	0	0	1	$110.00
Housing	0	0	1	0	0	0	0	1	$110.00
Community Facilities, Community Cohesion	0	0	1	0	0	0	0	1	$110.00
Economic and Employment Impacts/Income	0	0	1	0	0	0	0	1	$110.00
Airway-Highway Clearance	0	0	0	0	0	0	0	0	$0.00
Beneficial Landscaping/Invasive Species	0	0	1	0	0	0	0	1	$110.00
Essential Fish Habitat	0	0	1	0	0	0	0	1	$110.00
Cultural Resources (summarize)	0	0	1	0	2	0	0	3	$330.00
Bicycles and Pedestrians	0	0	1	0	0	0	0	1	$110.00
Section 4(f) Resources	0	0	1	0	0	0	0	1	$110.00
Waters of the U.S., including wetlands, Floodplains, water quality, wild and scenic rivers	0	0	1	0	0	0	0	1	$110.00
Coastal Zone Management	0	0	1	0	0	0	0	1	$110.00
Air Quality CO Modeling	0	0	4	0	0	0	0	4	$440.00
MSAT Analysis	0	0	2	0	0	0	0	2	$220.00
Hazardous Materials (order database and reassess)	0	0	4	0	0	0	0	4	$440.00
Construction Impacts	0	0	1	0	0	0	0	1	$110.00
Visual Impacts	0	0	1	0	0	0	0	1	$110.00
Prepare exhibits (location map, USGS, floodplain, census tract, typs, schematic, etc.)	0	0	1	0	0	8	0	9	$750.00
Appendices (Photos, Technical Reports, etc.)	0	0	2	0	0	0	8	10	$700.00
Acroymns, References, List of Preparers	0	0	1	0	0	0	0	1	$110.00
Subtotal	0	0	36	0	2	8	8	54	$5,300.00
Prepare Draft EA to TEDSI and City (V0) (2 copies) - address any revisions	0	0	4	0	0	0	8	12	$920.00
Prepare Draft EA to TxDOT (V1) (2 copies)	0	0	0	0	0	0	2	2	$120.00
Revisions to Draft EA (per Pharr District)	0	2	32	2	0	8	0	44	$4,710.00
Draft EA to TxDOT ENV (V2) (3 copies)	0	0	0	0	0	0	8	8	$480.00
Revisions per ENV (first submittal)	0	4	32	0	0	6	8	50	$5,180.00
Draft EA to TxDOT ENV (V3) (3 copies)	0	0	2	0	0	0	8	10	$700.00
Revisions per ENV (second submittal)	0	2	16	0	0	0	8	26	$2,580.00
Revisions after Agency Review	0	0	4	0	0	0	8	12	$920.00
Draft EA to FHWA (V4) (4 copies)	0	0	6	0	0	0	8	14	$1,140.00
Revisions after FHWA Review (V5)	0	1	12	0	0	8	8	29	$2,615.00
Revise per Public Hearing	0	0	2	0	0	0	0	2	$220.00
Final Copies (V6) (6 copies)	0	0	2	0	0	0	8	10	$700.00
Subtotal	0	9	108	2	0	22	56	207	$19,375.00
Hour Subtotal (Labor)	0	61	283	40	2	70	80	536	$56,425.00
Cost Subtotal Labor	$0.00	$10,675.00	$31,130.00	$4,000.00	$220.00	$5,600.00	$4,800.00		

DIRECT EXPENSES

Item	Qty	Cost
Meals ($35/ea. Assume 2 days 1 people)	2	$70.00
Hotel ($85/night) - 1 people for 1 night	1	$85.00
Lodging Taxes (15% of lodging cost)		$12.75
Copies (8.5" x 11" B&W - $0.10)	5000	$500.00
Copies (8.5" x 11" Color - $0.50)	750	$375.00
Overnight mail delivery ($30 per charge)	8	$240.00
Haz Mat Database	1	$300.00
SUBTOTAL (DIRECT EXPENSES)		$1,582.75

RABA-KISTNER ENVIRONMENTAL LUMP SUM FEE PROPOSAL $58,007.75

TEDSI INFRASTRUCTURE GROUP LUMP SUM MANAGEMENT FEE PROPOSAL $5,800.78

TOTAL LUMP SUM FEE PROPOSAL FOR WORK AUTHORIZATION NO. 1, SUPPLEMENTAL AGREEMENT NO. 1 $63,808.53

AI-32214 **3. 0.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Noe Montez, Pct. 1 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 TXDOT (1315):
Approval of 2012 interdepartmental transfer from FM 493 (US83-Mile10N), program #043, to Mile 6 West (US 83-SH 107), program #039, in the amount of $63,808.53 to fund Supplemental Agreement #1 with TEDSI Infrastructure Group, Inc. in relation to the Mile 6 West road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:
program #043 --> program #039 $63,808.53 to fund SA #1 with TEDSI Engineering in relation to the Mile 6 W project.

Funds available as of 5-3-12; PO #617534 will be increased to cover SA #1, after CC approval.

Attachments

Pct. 1 TXDOT Mile 6W interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/03/2012 04:03 PM
Budget & Management	Merlen P. Munoz	05/03/2012 04:20 PM
Ivan Cantu (Originator)	Ivan Cantu	05/03/2012 04:03 PM
Budget & Management	Merlen P. Munoz	05/03/2012 04:20 PM
Erika Zamora		
Auditor's Office		

Form Started By: Ivan Cantu Started On: 05/03/2012 03:27 PM

DATE: May 15, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 TXDOT

ACCOUNT NUMBER: 2-1315-431-00-121-0XX-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

2012

Interdepartmental Transfer

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
2-1315-431-00-121-043-0- 841	TXDOT-FM 493 (US83-M10N)-	Aid to Govt. Agency	(63,808.53)
TO:			
2-1315-431-00-121-039-0- 731	TXDOT-Mile 6 West (US83-SH 107)-	Roads	63,808.53
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund Supplemental Agreement #1 with TEDSI Infrastructure Group in relation to the Mile 6 West project. Refer to PO #617534.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

APPROVED

AI-13868 **21. B. 2.**

CC REGULAR

Meeting Date: 02/09/2009

Submitted For: Marty Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

BACKGROUND

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711

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

BUDGETARY IMPACT:

Attachments

Professional Engineering Agreements-TEDSI-Mile 6 W Project
Mile 6 W Project w/WA#1
CORRECTED-Contract#C-08-226-09-30

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/05/2009 05:26 PM
Budget & Management	Veronica Lopez	02/06/2009 07:42 AM
Sylvia Solis		02/06/2009 08:34 AM

Form Started By: Letty Saenz Started On: 02/05/2009 03:35 PM

Final Approval Date: 02/06/2009

AI-32283 **Purchasing Department 20. C. 1.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Recommendation by project architect Dannenbaum Engineering Company, to reject all bids received for Hidalgo County W.I.C. Program, -Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas. RFB No. 2012-021-02-29-MSS as all proposals were over budget;

b. Pursuant to AIA, B-101, 2007 Form of Agreement between Hidalgo County (Owner) and Dannenbaum Engineering Company (Architect), Sections 6.6.4 & 6.7, proceed to revise project program, scopes or quality as required to reduce cost of the work without additional compensation approval for architect to modify the construction documents;

c. Requesting authority to re-advertise and approval of revised plans and specifications developed by project architect Dannenbaum Engineering Company for the project: Hidalgo County WIC Program -Additions and Renovations to the W.I.C. Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas. RFB No. 2012-021A-06-13-MSS

BACKGROUND

Proposed procurement schedule:

Event:	Date
Court Approval to re-advertise and approval of Modified/Revised Plans.	05/22/12
1st Advertisement	05/26/12
2nd Advertisement	06/02/12
Pre-Bid Conference to be held at the conference room of the Purchasing Department	06/05/12 @ 3:00 PM
Bid Due Date	**06/13/12 @ 3:00 PM**

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-452

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

BUDGETARY IMPACT:

Funds available as of 5/18/12 $38,560.00.

Attachments

Reject Bids request by Ms Longoria

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/10/2012 11:35 AM

Budget & Management	Merlen P. Munoz	05/10/2012 12:56 PM
Erika Zamora	Erika Zamora	05/18/2012 01:23 PM
Auditor's Office	Arcilia Duran	05/18/2012 04:15 PM

Form Started By: Moises Salazar Started On: 05/09/2012

Final Approval Date: 05/18/2012

5/9/2012 5:44 PM
Moises Salazar

Moises Salazar

From: Norma Longoria [norma.longoria@wic.co.hidalgo.tx.us]
Sent: Wednesday, May 09, 2012 12:24 PM
To: Steve.McGarraugh@dannenbaum.com
Cc: martha.salazar@co.hidalgo.tx.us; moises.salazar@co.hidalgo.tx.us; leticia.saenz@co.hidalgo.tx.us; mague.gonzalez@wic.co.hidalgo.tx.us
Subject: Reject Bid
Attachments: LtrSteveMcGarraugh.doc

Good Afternoon,

Mr. McGarraugh attached is a letter asking to reject all bids due to budget constraints. I would like to rebid. Thank you for your attention to this matter.

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646
(956) 380-4056 Fax

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

May 9, 2012

Steve L. Mc Garraugh AIA
Project Architect
Dannenbaum Engineering Company –McAllen, LLC
1109 Nolana Loop, Suite 108
McAllen, Texas 78504

Dear Mr. McGarraugh,

I would like to advice you that I would like to reject all bids for the Edinburg WIC Office Renovation Project due to budget constraints.

If you have any additional questions, pleases don't hesitate to call me at (956)381-4646.

Thank you for you attention to this matter.

Sincerely,

Norma L. Longoria, M.S., L.D.
WIC Director

AI-32278 **Purchasing Department** **20. D. 1.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute a professional contract/agreement with Javier Hinojosa Engineering for the provision of general engineering services for Pct No. 3 for Border Colonia Round III (authorized and approved for negotiations by CC on 04/24/12).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-348-0-334

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

BUDGETARY IMPACT:

Available funds as of 5/10/12 are $18,457.42.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-587-0-334

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

BUDGETARY IMPACT:

Available funds as of 5/10/12 are $8,636.00.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-588-0-334

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

BUDGETARY IMPACT:

Available funds as of 5/10/12 are $10,418.00.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-589-0-334

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

BUDGETARY IMPACT:

Available funds as of 5/10/12 are $10,856.59.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-600-0-334

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

BUDGETARY IMPACT:

Available funds as of 5/10/12 are $10,151.02.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-606-0-334

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

BUDGETARY IMPACT:

Available funds as of 5/10/12 are $18,233.68.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/10/2012 01:19 PM
Budget & Management	Merlen P. Munoz	05/10/2012 01:30 PM
Perla Lopez	Perla Lopez	05/10/2012 03:27 PM
Auditor's Office	Arcilia Duran	05/18/2012 02:44 PM

Form Started By: Yvette Islas Started On: 05/09/2012 11:15 AM

Final Approval Date: 05/18/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-12-128-05-22

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **JAVIER HINOJOSA ENGINEERING.** Professional Engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Round III for **Hidalgo County Precinct 3** hereinafter referred to as the **"Project"**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. **3** in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in

the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** *Services to Provided by the Engineer*, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate upon completion of all phase completion of improvements (preliminary, design, and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit "B", Services to be Provided by Engineer unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized

by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to

secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount

charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Enginee**r for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner**

shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after

completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" -** ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be

made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the

Owner, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner**

shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer**

regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-

free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be

released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a

need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration

contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	ENGINEER:
Hidalgo County **Attn: Agapito Vargas** **301 East State Street** **Pharr, Texas 78577**	**Javier Hinojosa Engineering** **Attn: Javier Hinojosa, P.E.** **416 E. Dove Avenue** **McAllen, Texas 78542**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any

obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2012.

ENGINEER:
JAVIER HINOJOSA ENGINEERING

BY: _____
Javier Hinojosa, P.E.

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: _____ 2012

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Steve Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

AI-32204 **Closed Session 22. C.**

CC REGULAR

Meeting Date: 05/22/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Paul Duke

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/03/2012 11:49 AM
Auditor's Office	Arcilia Duran	05/03/2012 11:57 AM
Purchasing Department	Marty Salazar	05/09/2012 10:48 AM

Form Started By: Aida Alvarez Started On: 05/03/2012 10:00 AM

Final Approval Date: 05/09/2012

AI-32271 **Closed Session 22. D.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Oscar Reyna

BACKGROUND

Allstate subrogation claim

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2012 11:18 AM
Auditor's Office	Arcilia Duran	05/09/2012 05:29 PM
Purchasing Department	Marty Salazar	05/10/2012 11:04 AM

Form Started By: Rosie Luna Started On: 05/09/2012 09:00 AM

Final Approval Date: 05/10/2012

AI-32205 **Open Session 23. C.**

CC REGULAR

Meeting Date: 05/22/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Paul Duke

BACKGROUND

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Purchasing Department	Marty Salazar	05/09/2012 10:48 AM

Form Started By: Aida Alvarez Started On: 05/03/2012 10:02 AM

Final Approval Date: 05/09/2012

AI-32272 **Open Session 23. D.**

CC REGULAR

Meeting Date: 05/22/2012

Department Head: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Oscar Reyna

BACKGROUND

Allstate subrogation claim

Form Review

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Purchasing Department	Marty Salazar	05/10/2012 11:05 AM

Form Started By: Rosie Luna Started On: 05/09/2012 09:05 AM

Final Approval Date: 05/10/2012