From:	Edmundo Garcia
To:	valde.guerra@co.hidalgo.tx.us
Cc:	Teresa Flores; Elma Keller; Alvaro Chuc; monica.badillo@co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Subject:	FW: Correspondence from US Dept of Health & Human Services
Date:	Friday, August 17, 2012 8:51:37 AM
Attachments:	2012-07-09 DHHS - Audit CIN A-06-11-14526.pdf

Hi Valde, I am trying to find out if the attached letter has been signed and returned to HHS, as per the instructions. Eufracio recommend it to be place on the Court's agenda, But I have not been able to find on any agenda. If I can help expedite this matter please inform.
Thank you,
Edmundo

From: Teresa Flores [mailto:teresa.flores@hchsp.org]
Sent: Thursday, August 09, 2012 10:51 AM
To: edmundo.garcia@hchsp.org; alvaro.chuc@hchsp.org; elma.keller@rhchsp.org
Subject: FW: Correspondence from US Dept of Health & Human Services

From: Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
Sent: Wednesday, August 08, 2012 9:36 AM
To: Valde Guerra
Cc: Raymundo Eufracio; Teresa Flores
Subject: FW: Correspondence from US Dept of Health & Human Services

Here is the attachment.

From: Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
Sent: Tuesday, August 07, 2012 3:10 PM
To: Valde Guerra (valde.guerra@co.hidalgo.tx.us)
Cc: Raymundo Eufracio (ray.eufracio@auditor.co.hidalgo.tx.us); Teresa Flores (teresa.flores@hchsp.org)
Subject: Correspondence from US Dept of Health & Human Services

RAY EUFRACIO, CPA
HIDALGO COUNTY AUDITOR
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
E-MAIL: Ray.Eufracio@auditor.co.hidalgo.tx.us
WEBSITE: www.co.hidalgo.tx.us/auditor

To: Mr. Valde Guerra, Commissioners Court Executive Officer
Executive Office
From: Ray Eufracio, County Auditor
Hidalgo County Auditor's Office
Re: Correspondence from US Dept of Health & Human Services

Attached please find a letter received from the U.S. Department of Health & Human Services for the Head Start Program regarding the County's annual audit for the year ended December 31, 2009.

Page 2 of the letter requires the grantee to "sign and return a copy of the letter within ten (10) days of receipt to the ACF Regional Office." Please place an item on the next Commissioners Court agenda to request approval for the County Judge to sign and return the letter to the ACF Regional Office.

If you have any questions, please call me at 318-2511 ext. 4604.

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you

AI-33727 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas AgriLife Extension:
1. Requesting permission for Adelita F. Munoz to travel to Lyford, Texas to attend the Paraprofessional Lyford ISD Inservice on August 22-23, 2012 (travel expenses will be use of county vehicle and fuel)
2. Requesting permission for Barbara Storz to travel to Victoria, Texas to attend the Regional Marketing & Interpretation Summits on August 26-27, 2012

BACKGROUND

2-1100-461-00-380-001-0-583

Attachments

1
1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 08:01 AM
Veronica Ortiz	Veronica Ortiz	08/16/2012 04:56 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Monica Badillo Started On: 08/14/2012

Final Approval Date: 08/17/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/07/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Adelita F. Munoz, CEA-Family & Consumer Sciences

EVENT INFORMATION

TITLE OF EVENT: Paraprofessional Inservice Lyford ISD

EVENT DATE(S) FROM: 08/22/12 TO: 08/23/12

DEPARTURE DATE: 08/22/2012 & 8/23/2012 RETURN DATE: 08/22/2012 & 8/23/2012

LOCATION OF EVENT: CITY: Lyford STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

Providing continuing ed. for teachers.

_____ To obtain statutorily required continuing professional education.
_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
_____ To participate in professional organizations related to the employee or official's job assignment.
_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
_____ To pursue the County's interests in litigation or criminal justice.
_____ To promote the economic development interests of the County.
X To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$0.00	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$0.00	
11. MEALS	$0.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -	$

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

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

X Trip expenses are necessary and will be incurred for official county business.
X Reasonable efforts to minimize the use of county funds have been explored.
X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Stern	8/9/12	Nora Linda Cruz	383-1026

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

_____ TRAVEL IS **APPROVED** for the individuals listed below:

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	8/9/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	**DATE:**	**SIGNATURE OF DBM DEPARTMENT HEAD:**	

cc 8/10/12

COUNTY AUDITOR'S FORM T.1.1 (01/10)

AgriLIFE EXTENSION
Texas A&M System

Improving Lives. Improving Texas.

PARAPROFESSIONAL INSERVICE
LYFORD ISD

129272 High School Circle, Lyford TX

Adelita Figueroa-Munoz
Hidalgo County Extension Agent
Family & Consumer Sciences

August 22, 2012
August 23, 2012

AGENDA

- **Welcome & Introducation**
- **Ice Breakers - Getting Acquainted**
- **Team Work**
- **Communication Skills**
- **Leadership**
- **Stress Management**
- **Questions & Answers**

Nora Cruz

From: Janie Perales
Sent: Tuesday, August 07, 2012 4:06 PM
To: Nora Cruz
Subject: Agenda
Attachments: Agenda.pdf

Nora Linda,
Attached is the agenda for Adelita's training. As soon as she let's me know on the vehicle, I'll tell you.
I can fill out that form and send it to safety. She need the other permission to travel also?

Janie Perales
Administrative Assistant II
Texas AgriLife Extension Service
Hidalgo County
410 N. 13th Avenue
Edinburg, TX 78541
T:(956) 383-1026
F: (956) 383-1735

Travel Outside of Hidalgo County in County Vehicle

TO: D.B.M. SAFETY DIVISION
318-2658FAX

FROM: Hidalgo County Extension Service
DATE: 8/7/2012

Notice to be processed minimum of 24 hours prior to trip

Date(s) Requested: From: 8/22/2012 & 8/23/12 To: 8/23/2012
Estimated Time Leave: 7:00 AM Est. Time Return: 6:00 PM
Destination: 129272 High School Circle, Lyford, TX 78569, Willacy County
Reason for Trip: Conducting a Training for Lyford ISD

The following person(s) are requesting to take the following County vehicle(s) out of County:

Name of Driver: Adelita Figueroa Munoz ✓
DL Number: 04995041 ✓ (Texas Only)
Birth Date: 10/22/1944 ✓
Expiration Date: 10/22/2017 ✓

Checklist:
Ins. Card in Vehicle
Jack in Vehicle
Drivers License with Driver
This approval with Driver

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

Vehicle VIN#: 1FMRE11262HA49041 ✓
Tag Number: 824-672 ✓
Asset Number: 037765 ✓

Vehicle VIN#:
Tag Number:
Asset Number:

Signed: Barbara C. Alaniz
Department Head/Designee

Dated: 8/7/2012

D.B.M. Safety Division Checked Insurances:

Date: 8/8/12 9:35AM

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/09/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

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

EVENT INFORMATION

TITLE OF EVENT: Regional Marketing & Interpretation Summits

EVENT DATE(S) FROM: 08/27/12 TO: 08/27/12

DEPARTURE DATE: 08/26/12 RETURN DATE: 08/27/12

LOCATION OF EVENT: CITY: Victoria STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.
_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
_____ To participate in professional organizations related to the employee or official's job assignment.
_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
_____ To pursue the County's interests in litigation or criminal justice.
_____ To promote the economic development interests of the County.
_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$0	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$204.38	
11. MEALS	$69.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 273.38	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 273.38	$

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

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

X Trip expenses are necessary and will be incurred for official county business.
X Reasonable efforts to minimize the use of county funds have been explored.
X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Storz	8/9/12	Nora Linda Cruz	383-1026

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

_____ TRAVEL IS **APPROVED** for the individuals listed below:

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Cruz	8/15/12	VC	292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	
Sergio Cruz			

COUNTY AUDITOR'S FORM 1.1 (01/10)

8/14/12

Hotel/Meals
Req.# 00221127
PO#
Balance $ 1909.04
00-583

Nora Cruz

From: Barbara Storz
Sent: Thursday, August 09, 2012 7:04 AM
To: Nora Cruz
Subject: FW: Updated Program Interpretation Summit #2 Agenda
Attachments: 2012 Regional Marketing and Interpretation.pdf; ATT00001.htm

Nora Linda: Please copy this for me and you will need for travel to Victoria.
thanks,
Barbara

Barbara Storz
Hidalgo County Extension Agent - Horticulture
Texas AgriLife Extension Service
Phone: 956/383-1026
Fax: 956/383-1735
e-mail: b-storz@tamu.edu

"The land-grant university system is being built on behalf of the people, who have invested in these public universities their hopes, their support, and their confidence."~ Abraham Lincoln, July 2, 1862

From: Ruben Saldana
Sent: Wednesday, August 08, 2012 7:54 PM
To: Barbara Storz; Enrique Perez; George Gonzales
Subject: Fwd: Updated Program Interpretation Summit #2 Agenda

See below and attached for details on Aug 27 interpretation event in Victoria.

Sent from my iPhone

Begin forwarded message:

> **From:** "Marilyn Frenzel" <m-frenzel@tamu.edu>
> **To:** "EXT - Mgmt DEA" <EXT-MgmtDEA@ag.tamu.edu>, "EXT - Mgmt CED" <EXT-MgmtCED@ag.tamu.edu>, "EXT - Mgmt RPD" <EXT-MgmtRPD@ag.tamu.edu>
> **Cc:** "Jeff Ripley" <j-ripley@tamu.edu>, "Joan Jacobsen" <jijacobsen@ag.tamu.edu>, "Rick Avery" <r-avery@tamu.edu>, "Joe Cox" <joecox@tamu.edu>, "Cristina Cornejo" <cornejo@tamu.edu>, "Suzanne Deatherage" <s-deatherage@tamu.edu>, "Darrell Dromgoole" <d-dromgoole@tamu.edu>
> **Subject: Updated Program Interpretation Summit #2 Agenda**
>
> Attached is the updated Program Interpretation Summit Agenda, please share with appropriate counties.
>
> Thank you - Marilyn
>
> Marilyn Frenzel
> Texas AgriLife Extension Service
> Assistant to the Associate Director – County Programs
> 600 John Kimbrough Blvd. Suite 509
> 7101 TAMU

College Station, Texas 77843-7101
(979) 845-7896

From: Marilyn Frenzel
Sent: Tuesday, August 07, 2012 4:56 PM
To: EXT - Mgmt DEA; EXT - Mgmt CED; EXT - Mgmt RPD
Cc: Jeff Ripley; Joan Jacobsen; Rick Avery (r-avery@tamu.edu); Joe Cox; Cristina Cornejo; Suzanne Deatherage
Subject: Program Interpretation Summit #2 Agenda

Attached is the Program Interpretation Summit agenda. The program will begin at 9:00 a.m. and conclude by 3:00 p.m. Below are the confirmed locations and dates. If you have any questions, please let me know.

Thank you – Marilyn

August 13 – West – AgriLife Extension Office - Bexar County
August 27 – South – AgriLife Extension Office – Victoria County 4-H Building
August 30 – North – AgriLife Extension Office - Randall County
August 31 – East – Texas and Southwestern Cattle Raisers Association

Marilyn Frenzel
Texas AgriLife Extension Service
Assistant to the Associate Director – County Programs
600 John Kimbrough Blvd. Suite 509
7101 TAMU
College Station, Texas 77843-7101
(979) 845-7896

AgriLIFE EXTENSION
Texas A&M System

Regional Marketing & Interpretation Summits

9:00 a.m. to 3:00 p.m.

9:00 a.m.	Introductions	Regional Coordinator
9:15 a.m.	Brief Overview of Making a Difference Interpretation Initiative	Darrell Dromgoole
9:40 a.m.	Incorporating Public Value in Interpretation Plans	Jeff Ripley
10:15 a.m.	Break	
10:30 a.m.	Telling Our Story to Urban Legislatures and Commissioners	Joan Jacobsen
11:00 a.m.	Impact of Redistricting and Elections on Interpretation	Joe Cox
	Overview of 82nd and 83rd Legislative Session	Joe Cox
12:00 p.m.	Lunch	
1:00 p.m.	Research Findings Related to Stakeholders Relations	Rick Avery
1:30 p.m.	Interpretation Templates/Identity	Suzanne Deatherage
2:00 p.m.	Workgroups to Develop Individual Interpretation Plans	District Groups
2:45 p.m.	Expectation Upcoming Legislative Session	

Your Reservation Summary



Fairfield Inn by Marriott Victoria
Victoria, US

Check in: 08/26/12
Check out: 08/27/12

Two Queen Bed Room , **Continental Breakfast, Free High-Speed Internet**

Sunday, August 26, 2012	$179.99
Extra guest charges?	$0.00
Tax recovery charges and service fees	$24.39

Total

(including tax recovery charges and service fees) **$204.38**

Full payment will be charged to your credit card when you book this hotel.

Apply a Discount Code?

Apply

Your browser does not support JavaScript

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Earn free nights with welcomerewards™ Learn more

- Speed up your booking process
- View or change your bookings

AI-33724 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Letty Gonzalez **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request from Edinburg Chamber of Commerce for permission to utilize the county square every second Saturday of the month beginning Saturday, January 12, 2013 through Saturday, December 14, 2013 from 6:00 a.m. to 3:00 p.m. for Edinburg Market Days Event

BACKGROUND

New Insurance Certificate to be provided once their policy renews for 2012/2013. (Current Insurance period is 11/17/11 to 11/17/12).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 07:59 AM
Erika Zamora	Erika Zamora	08/17/2012 01:18 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Monica Badillo Started On: 08/14/2012

Final Approval Date: 08/17/2012

EDINBURG CHAMBER OF COMMERCE

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

August 9, 2012

Hidalgo County Judge Ramon Garcia
Hidalgo County Commissioners
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Honorable Judge Garcia & County Commissioners:

The Edinburg Chamber of Commerce has produced many successful events throughout the years. Two years ago, in September, we began utilizing the county square the second Saturday of the month for our "Edinburg Market Days". We began with only 30 vendors and by the second month we had doubled the participation and our attendance was overwhelming. This past year, we have had at least 100 vendors participate in our event. The community responded positive and asked why it took us so long to produce this event. The downtown area is a great place to provide our community and surrounding cities an area where they can be assured that activities will be held for the entire family.

You have currently granted us permission to utilize the county square until December 2012. With your approval, we would like to utilize the county square every second Saturday of the month beginning Saturday, January 12, 2013 through Saturday, December 14, 2013 from 6:00 a.m. to 3:00 p.m. Many citizens in the community will look forward to this monthly event.

We thank you for all the cooperation and assistance with our past events and look forward to working with you on what we are calling "Edinburg Market Days".

Please feel free to call me if you should have any questions. I am also attaching our certificate of insurance where we have added the county as an additional insured.

Sincerely,

Lefty Gonzalez, President
Edinburg Chamber of Commerce
602 W. University
P.O. Box 85
Edinburg, TX 78540
(956) 383-4974
(956) 383-6942 FAX

cc 8/21/12

Certificate of Insurance

This certifies that
- [x] **State Farm Fire and Casualty Company,** Bloomington, Illinois
- [ ] **State Farm General Insurance Company,** Bloomington, Illinois
- [ ] **State Farm Fire and Casualty Company,** Aurora, Ontario
- [ ] **State Farm Florida Insurance Company,** Winter Haven, Florida
- [ ] **State Farm Lloyds,** Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder

Location of operations **602 W UNIVERSITY EDINBURG, TX 78539**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in those policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	
90-KK-5536-8 L	Comprehensive Business Liability	11-17-2011	11-17-2012		BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury			Each Occurrence	$ 1,000,000.00
				General Aggregate	$ 2,000,000.00
				Product - Completed Operations Aggregate	$ 2,000,000.00

Policy Number	EXCESS LIABILITY	Policy Period Effective Date	Policy Period Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	☐ Umbrella ☐ Other			Each Occurrence	$
				Aggregate	$
		Policy Period Effective Date	Policy Period Expiration Date	Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

Additional Insured:

COUNTY OF HIDALGO
100 E CAND ST
EDINBURG, TX 78539

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT 08/09/12
Title Date

SM SALDIVAR
Agent Name

Telephone Number **(956) 383-4312**

Agent's Code Stamp
Agent Code **63/6269**
AFO Code **F116**

1001260

106399.10 03-25-2009

Edinburg Chamber of Commerce

602 W. University Dr./P.O. Box 85
Edinburg, TX 78540
Phone: 956-383-4974
Fax: 956-383-6942

Fax Transmittal Form

To	From
Name: Monica Bodillo	Letty Gonzalez
Organization Name/Dept:	
Phone number:	Phone: 956-383-4974
Fax number:	Fax: 956-383-6942

Urgent ☐
For Review ☐
Please Comment ☐
Please Reply ☐

Date sent: 8/9/2012
Time sent:
Number of pages including cover page: 3

This facsimile transmission (and/or the documents accompanying it) may contain confidentiality information belonging to the sender, which is protected by member/client privilege. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying distribution or the taking of any action on the contents of this information is strictly prohibited. If you have received this information in error, please immediately notify us so that we may arrange for the return of the document. Thank you.

Message: Please let me know when I will be placed on the Agenda

Thank you!

Letty :)

AI-33725 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Children's Advocacy Center d/b/a Estrella's House (1100):
1. Discussion, consideration, and action regarding funding request in the amount of $50,000.00 from the Children's Advocacy Center, d/b/a Estrella's House.
2. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
3. Approval of 2012 appropriation of funds for the Child Advocacy Center in the amount of $50,000.00.
4. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by the County Auditor.

BACKGROUND

Funds in the amount of $163,323.60 in relation to the FY 2011 unclaimed capital credits from electric coops were deposited at the County Treasurer's office on 7/23/12 (refer to receipt #157587); revenue acct #2-1100-360-00-000-000-0-000

Funds request to State Comptroller's office for the unclaimed capital credits for FY 2011 was approved by CC on 7/3/12.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-20-125-019-0-843

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

BUDGETARY IMPACT:

Funds in the amount of $163,323.60 in relation to the FY 2011 unclaimed capital credits from electric coops were deposited at the County Treasurer's office on 7/23/12 (refer to receipt #157587); revenue acct #2-1100-360-00-000-000-0-000

Funds request to State Comptroller's office for the unclaimed capital credits for FY 2011 was approved by CC on 7/3/12.

Attachments

1
2
1
legal approval
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 08:00 AM
Erika Zamora	Erika Zamora	08/17/2012 02:25 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Monica Badillo Started On: 08/14/2012

Final Approval Date: 08/17/2012

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764

WWW.CACHIDALGO.ORG

"Breaking The Cycle Of Abuse, One Child At A Time"

Executive Officers:

Tina Martin, President
Lorena Castillo, Vice-President
Miguel Villarreal, Treasurer
Sandra Garcia, Secretary

Hidalgo County Board Members:

Bobby Garcia, Past President
Magdalena G. Hinojosa
Sgt. Joel Morales
Dr. Carolina G. Huerta
Belzabel Guerra
Ricardo "Rick" Guerrero
Linda Kostenko
Karen Griffin Munoz
Stephanie Cassity
Ray Villarreal Jr
Alicia Hernandez
Melissa F. Neuhaus

Starr County Board Members:

Heriberto Silva
Alonzo Alvarez

Interim Executive Director:
Victoria Y. Medina

May 24, 2012

Attn: Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner – Suite J
Edinburg, TX 78539

COPY

RE: 381.004 (f) of the Local Government Code

Dear Judge:

It is that time of year when the Children's Advocacy Center (CAC) requests funding assistance from appropriate sources. We are reaching out to you at this time. Section 381.004 (f) of the Local Government Code: states ***"The commissioners' court of a county may support a Children's Advocacy Center that provides services to abused children."*** Thanks to you and your administration that recommended and implemented this program initiative during your first term as Hidalgo County Judge from 2003 to 2007, other past administrations have followed your leadership in implementing this funding stream to support and strengthen our CAC Mission. Last year commissioners' court supported the center in the amount of **$50,000.** We are requesting the same level of funding for this year, 2012.

This funding if awarded along with other funding allows the CAC, a community-based nonprofit established in June 2000, to continue meeting the needs of child abuse victims by providing child forensic interviews conducted by trained interviewers, medical examinations, mental health/ psychological services, victim support and advocacy, case review using a multidisciplinary team, and tracking of case progress and outcomes. We work alongside law enforcement, Child Protective Services, and the District Attorney's Office to coordinate a quick response and provide needed services to the victim and family.

Studies show that abused children who get early professional assistance are more likely to succeed in dealing and coping with the abuse later in their adult lives. With early intervention, we can help break the cycle of abuse and, more importantly, significantly increase a child's chances of becoming a healthy adult, a good parent, and a citizen that is able to positively contribute back to the community.

The long term impact of the services offered by the Children's Advocacy Center to the population living in Hidalgo County has been substantial, fundamental, and indispensable. Since 2001, the CAC has seen over 12,000 children. At the end of 2011, we had seen 1,041 averaging about 85 to 100 clients monthly. 50% of these cases were referrals from the Hidalgo County Sheriff's Office.

We are formally requesting funding support from Funding Source 381.004 of the Local Government Code or other appropriate funding sources in the amount of $50,000, the same level as last year.

Should you have any questions regarding this matter, please feel free to call me at (956) 287-9754. On behalf of the Board of Directors, we thank you for your time, your consideration and your support.

Respectfully,

Victoria Medina
Interim Executive Director

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 5/25/12 BY: Laura T.

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157587

Received From: BUDGET EXECUTIVE OFFICE 07/20/12 Date 07/23/12

1	127287191	REFUND FROM ST. COMP. CAP. CREDITS	2-1100-360-00-000-000-0-000	163,323.60

Total: **163,323.60**

Check Total	163,323.60
Cash Total	.00
Credit Total	.00
Other Total	.00

SUSAN COMBS

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

PO Box 13528 • Austin, TX 78711-3528

July 12, 2012

RECEIVED

JUL 19 2012

COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Commissioner's Court
1615 S. Closner Blvd., Suite J
Edinburg, Texas 78539

Dear Judge Garcia:

Enclosed is a warrant for $163,323.60 that represents the capital credits from electric cooperatives for Hidalgo County, reported to the Comptroller's office in 2011 as unclaimed property. These funds do not include property that has been claimed and property with a state of last known address other than Texas.

If you have any questions, I can be reached at 1-800-531-5441, extension 3-1072 or locally in Austin at 512/463-1072.

Sincerely,

Elisa A Flores

Elisa A. Flores
Holder Reporting Section
Unclaimed Property Division

Enclosure

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 7/20/12 BY:

Texas Comptroller of Public Accounts

127287191 JULY 16, 2012

TREASURY WARRANT NO.
127287191

071312 0001 902 9JMD1522 17460007176 058
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE HUNDRED SIXTY THREE THOUSAND THREE HUNDRED THENTY THREE DOLLARS AND 60/100 $163,323.60

TO HIDALGO COUNTY COMMISSIONERS COURT
STE J
1615 S CLOSNER BLVD
EDINBURG, TX 78539-5718

VOID AFTER
08/31/2014

⑈304⑈ ⑆114900164⑆ ⑈127287191⑈

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
UNCLAIMED PROPERTY		COUNTY REFUND	9JMD1522	$163,323.60

FOR QUESTIONS ABOUT THIS PAYMENT, PLEASE CALL
COMPTROLLER - STATE FISCAL AT 512-463-4561.
USE DIRECT DEPOSIT AND GO GREEN! GO TO WWW.TXDIRECTDEPOSIT.ORG TO
LEARN ABOUT DIRECT DEPOSIT OR TO VIEW YOUR PAYMENTS.
CAN'T GO TO THE WEBSITE TO GET A DIRECT DEPOSIT FORM? CALL THE
PAYING AGENCY AT 512-463-4561 OR THE COMPTROLLER AT 512-936-8138.

PAYEE NO: 17460007176 058 PAYEE NAME: HIDALGO COUNTY COMMISSIONERS COURT
WARRANT NO: 127287191 ISSUE DATE: 07/13/2012 WARRANT TOTAL: $163,323.60

No. 127287191 — NOT NEGOTIABLE — Detach here before depositing →

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

RECEIVED

JUN 18 2012

COUNTY JUDGE

June 11, 2012

The Honorable Ramon Garcia
Hidalgo County Judge
100 E Cano 2nd Floor
Edinburg, Texas 78540-1356

Dear Judge Garcia:

As you may know, Section 74.602 of the Texas Property Code authorizes the Comptroller to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code.

The commissioners' court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. The amount available to each county will be based on total capital credits remitted this reporting year, minus anticipated claims as determined by the Comptroller.

If your office anticipates submitting a request for these funds, please refer to the following guidelines:

- Requests are to be submitted by the commissioners' court, in writing, to the Texas Comptroller of Public Accounts by August 31 of each year.
- Requests **must** include the complete name, address and federal tax identification number of the Commissioners' Court. Funds will be paid directly to the court.
- All requests **must** include certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Please mail your request(s) to:

Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P. O. Box 12019
Austin, Texas 78711-2019

If you have any questions concerning these procedures; please contact Elisa A. Flores by e-mail at Elisa.Alice.Flores@cpa.state.tx.us or by phone at (800) 321-2274, ext. 3-1072.

Sincerely,

Larry Schilhabel
Section Supervisor
Holder Reporting Section

cc: Elisa A. Flores

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 6/19/12 BY: Laura S.
cc 6/20/12

THE COUNTY OF HIDALGO TEXAS

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

July 2, 2012

Elisa Alice Flores, Accounts Examiner
Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, TX 78711-2019

Dear Mrs. Flores:

Please let this letter serve as Hidalgo County's official request for capital credits from electric cooperatives reported to the State Comptroller's Office in 2011 as unclaimed property. Please forward the credits to the following address:

County of Hidalgo
c/o County Judge's Office
1615 S. Closner Blvd., Suite J
Edinburg, TX 78539
Federal Tax ID #: 74-6000717

As in previous request, Hidalgo County certifies that the purpose of these funds will be in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

If you have any questions regarding this request, please contact Mrs. Dina R. Trevino, Assistant Budget Officer, by email at dina.trevino@co.hidalgo.tx.us or by phone at (956) 292-7025 ext. 5405.

Sincerely,

Ramon Garcia

Ramon Garcia
Hidalgo County Judge

Cc: Honorable Joel Quintanilla., Commissioner, Pct. 1
Honorable Hector "Tito" Palacios, Commissioner, Pct. 2
Honorable Jose M. Flores, Commissioner, Pct. 3
Honorable Joseph Palacios, Commissioner, Pct. 4

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE B. COUNTY PLANNING AND DEVELOPMENT

CHAPTER 381. COUNTY DEVELOPMENT AND GROWTH

Sec. 381.004. COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS IN CERTAIN COUNTIES. (a) In this section:

(1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.

(2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.

(3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.

(4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the county;

(4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded county contracts;

(6) to support comprehensive literacy programs for the benefit of county residents; or

(7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

(1) contract with another entity for the administration of the program;

(2) authorize the program to be administered on the basis of county commissioner precincts;

(3) use county employees or funds for the program; and

(4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the

comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code, as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

Added by Acts 1989, 71st Leg., ch. 1060, Sec. 3, eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1037, Sec. 3, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 254, Sec. 1, eff. May 22, 2001; Acts 2001, 77th Leg., ch. 1154, Sec. 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 1275, Sec. 2(109), eff. Sept. 1, 2003.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Declaration of Support to the
Children's Advocacy Center of Hidalgo County
by the County of Hidalgo, Texas

Whereas, the Children's Advocacy Center of Hidalgo County, d/b/a Estrella's House ("Estrella's House"), has requested that Hidalgo County (the "County") support its efforts to help abused children in the county;

Whereas, child abuse is recognized as a national significant problem and as such Estrella's House has been created in accordance with Texas Family Code Chapter 264;

Whereas, Local Government Code Section 381.004 (e) and (f) permit the Commissioners' Court of a county to support a children's advocacy center that provides services to abused children from unclaimed property monies received from the Texas Comptroller of Public Accounts as described in Local Government Code Section 381.004 (e); and

Whereas, Hidalgo County has found it is in the best interest of the County's residents to support Estrella's House by providing funds as allowed by Local Government Code Section 381.004.

Pursuant to Local Government Code Chapter 381, the Commissioners' Court of Hidalgo County, Texas (the "County") does hereby tender to Estrella's House, located at 525 W. Wisconsin, Edinburg, Texas, the amount of fifty thousand dollars ($50,000.00). The amount tendered to Estrella's House is to be used only for the furtherance of the purposes set forth below:

- To access victims of child abuse and their families to determine their needs of services relating to the investigation of child abuse.
- To provide services determined to be needed.
- To provide a facility at which a multidisciplinary team appointed under Texas Family Code Section 264.406 can meet to facilitate the efficient and appropriate disposition of child abuse through the civil and criminal justice systems.
- To coordinate the activities of governmental entities relating to child abuse investigations and delivery of services to child abuse victims and their families.

Estrella's House agrees to allow the County Auditor or his representatives the right, upon reasonable notice, to review and audit all books and records of Estrella's House.

Estrella's House, by the acceptance of this monetary support, warrants and represents that this support shall be held, administered, and used in accordance with all the terms and conditions in this instrument.

Passed and Approved on this the 21st day of August, 2012 by the Commissioners' Court of Hidalgo County, Texas.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY

_____
By: Victoria Medina
Its: Interim Executive Director

APPROVED AS TO FORM:
DISTRICT ATTORNEY'S OFFICE

_____
By: Josephine R. Solis, Asst. D.A.

DATE: August 14, 2012

2012
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Childrens Advocacy Center

ACCOUNT NUMBER: 2-1100-444-20-125-019-0

Contact Person: M.Badillo **Ph#** 5404

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
2-1100-444-20-125-009-0-843	Childrens Advocacy Ctr Aid to Nongovt Agency	50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 50,000.00

REASON: To fund request for funding for the Children's Advocacy Center d/b/a Estrella's House per 381.004 (f) Local Govt. Code. Note: Funds in the amount of $163,323.60 in relation to the FY 2011 unclaimed capital credits from electric coops were deposited at the County Treasurer's office on 7/23/12 (refer to receipt #157587); revenue acct #2-1100-360-00-000-000-0-000

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-33777 **Comm. Court Executive Office 5. E.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Veteran's Services (1100):

1. Approval to the following personnel actions:

Action	Slot #	Position Title	Grade & Step	Grade & Step Salary
Delete	0005	Clerk II	G3-S4	$23,927.00
Create	0008	Administrative Assistant I	G4-S1	$23,385.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-370-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Funds for proposed position available from deletion of Clerk II position.

Attachments

PARs

Job Description

Job Description

Fiscal Note

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 08:36 AM
Sylvia Solis	Sylvia Solis	08/17/2012 02:16 PM
Rosalinda Cantu	Rosie Cantu	08/17/2012 04:35 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Nereida Garza Started On: 08/16/2012 03:39 PM

Final Approval Date: 08/17/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Veterans Services (370) **DATE:** August 07, 2012

CURRENT POSITION TITLE: Clerk II **CURRENT SLOT. #:** 005

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other deletion of position

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

POSITION SALARY REQUEST:

Salary Amount: Grade 3/ Step 4 $ 23,927.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (23,927.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

do not need this position at this time.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8/7/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 08.08.12	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/17/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: VETERAN'S SERVICES (370) **DATE:** AUGUST 16, 2012

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 008

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 23,385.00 (64.51) (Proposed Budgeted Salary) $ 23,385.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

This position will be vital to the department's day to day operations; will be responsible for detailed, complex duties and responsibilities.

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

job description attached.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/16/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	8/16/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	8/17/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ADMINISTRATIVE ASSISTANT I

GRADE: 04

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, August 21, 2012** **Agenda Item:** 33777

Summary of request/proposal:
VETERANS SERVICES (1100):
Approval to delete and/or create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	CLERK II	0005	113	3	4	23,927.00	0.00	(23,927.00)
1100	ADMINISTRATIVE ASSISTANT I	0008	113	4	1	0.00	23,385.00	23,385.00
					TOTAL:	23,927.00	23,385.00	(542.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-444-00-370-001-0-	113	VETERANS SVCS -	REG F/T EMPLOYEES	($207.66)
2-1100-444-00-370-001-0-	211	VETERANS SVCS -	HEALTH INSURANCE	$0.00
2-1100-444-00-370-001-0-	212	VETERANS SVCS -	LIFE INSURANCE	$0.00
2-1100-444-00-370-001-0-	220	VETERANS SVCS -	FICA	($15.89)
2-1100-444-00-370-001-0-	230	VETERANS SVCS -	RETIREMENT	($20.66)
2-1100-444-00-370-001-0-	250	VETERANS SVCS -	UNEMPLOYMENT COMP	($1.04)
2-1100-444-00-370-001-0-	260	VETERANS SVCS -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($245.25)

2013 Budgetary Impact: ($640.10)

Possible Funding Sources: NO BUDGETARY IMPACT
Funds available from deletion of Clerk II position

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-444-00-370-001-0

VETERAN'S SRV

AI- 33777

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	VETERANS SERVICES				$62,054.00	$62,054.00	$480.00	$0.00	$0.00	$0.00	$0.00	$62,534.00
0004	113	ASSISTANT VET SRVC OFFICER	7	1	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		DELETE THE FOLLOWING:											
~~0005~~	~~113~~	~~CLERK II~~	~~3~~	~~4~~	~~$23,927.00~~	~~$23,927.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0006	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0007	113	ASSISTANT VET SRVC OFFICER	7	11	$39,768.00	$39,768.00	$50,669.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,669.00
		CREATE THE FOLLOWING:											
0008	**113**	**ADMINISTRATIVE ASSISTANT I**	**4**	**1**	**$23,385.00**	**$23,385.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$138,191.00	$200,245.00	$134,376.00	$480.00	$0.00	$0.00	$0.00	$0.00	$134,856.00

Approval to delete and/or create the above highlighted full-time postions.
All personnel actions pending CC approval.

AI-33779 **Comm. Court Executive Office 5. F.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Veterans Department:
Requesting approval to advertise/hire for the following full-time position:

Slot #	Position Title	Grade
0004	Assistant Veteran Service Officer	7

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-370-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. Funds budgeted within vacant slot.

Attachments

Requisition/Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 11:37 AM
Sylvia Solis	Sylvia Solis	08/17/2012 02:00 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Nereida Garza Started On: 08/17/2012 07:58 AM

Final Approval Date: 08/17/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Veterans Services

ANNOUNCE VACANCY USING (check one box)

☒ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Assistant Veteran Service Officer

□ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 370-001 POSITION/SLOT NO 004

ADVERTISED SALARY: 27,985.00 Grade 7-Step 0 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: Hidalgo County Veterans Office
2802 S. Closner Edinburg

WORK LOCATION / HOURS: 8-5

CONTACT PERSON: Emilio Delos Santos EXTENSION / PHONE NO: _____

Department Head or Elected Official — Date: 08/16/12

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: 29 458.00

BUDGETED OTHER ALLOWANCES: _____

~~APPROVED HR CHIEF OF STAFF~~ Designee / DATE: 8/17/12

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

ASSISTANT VETERAN SERVICE OFFICER

GRADE: 07

GENERAL DESCRIPTION

Employee performs entry level counseling and claims work. Work involves counseling and assisting veterans and their dependents or beneficiaries regarding veterans' benefits and employment services. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Interviews veterans, their dependents, or survivors and provide services, counseling, and assistance in obtaining benefits, rights, and entitlements.

Registers veterans, their dependents, or survivors for employment program services.

Determines employer requirements, refers qualified candidates, and verifies satisfactory placement.

Prepares and files claims and supporting evidence for successful adjudication.

Consults with medical or legal staff in the development of pertinent evidence to support claims.

Maintains client files.

May prepare and submit reports.

May conduct outreach activities to identify veterans, their dependents, or survivors in need of intensive services, claims assistance, and other supportive services.

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in interviewing and counseling work. Graduation from an accredited four-year college or university with major course work in social work or a related field is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of laws, rules, and regulations applicable to the processing of veterans' claims; and of assessment techniques.

Skill in interviewing and counseling

Ability to communicate effectively.

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.

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- 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-33794 **Comm. Court Executive Office 5. G.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Head Start:
Discusssion and acknowledgment of receipt of decisions made by granting office in connection with audit findings report for period 1/1/09 to 12/31/09 prepared by Burton, McCumber & Cortez, LLP with authority for Executive Officer to sign document

BACKGROUND

Attachments

letter
1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 03:50 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Monica Badillo Started On: 08/17/2012 03:29 PM

Final Approval Date: 08/17/2012

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

2012 AUG -7 AM 11: 59

JUL - 9 2012

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
7011 1570 0000 3702 0350

Board of Commissioners
Hidalgo County
2808 South Business Highway 281
P.O. Box 689
Edinburg, TX 78540-0689

Audit CIN:	A-06-11-14526
Audit Period:	January 1, 2009 through December 31, 2009
Auditor:	Burton, McCumber and Cortez, LLP
Program:	Head Start
Grant:	06SE0183/01

Dear Board Members:

The Administration for Children and Families (ACF) Region VI Regional Grants Management Unit (RGMU) has completed the review of the above referenced organization-wide audit report, referenced by the Audit Common Identification Number (CIN) A-06-11-14526, which contained two findings requiring action by the Administration for Children and Families (ACF), under Health and Human Services (HHS). The audit covers the period January 1, 2009 through December 31, 2009, and was prepared by BURTON, MCCUMBER AND CORTEZ, L.L.P., Certified Public Accountants.

The Head Start program received funding through the American Recovery and Reinvestment Act (ARRA) of 2009. The ACF considers the finding to present a risk to the ARRA funds, and corrective actions taken by the grantee, if properly implemented address the risks to the ARRA funded grant.

Audit finding Equipment Management – Head Start ARRA-09-02 Page 26:

The audit report stated that the Agency's inventory procedures, which were in place to perform the required physical inventory of all Head Start fixed assets, had not been implemented within the last two years.

Recommendation Code Number 220901105:

The Office of Inspector General (OIG) recommended procedures to be developed and implemented to ensure a documented physical inventory of fixed assets is performed at least once every two years and is reconciled with property and equipment records.

Corrective Action Planned or Taken

Agency Response:

The Agency responded that they agreed the required physical inventory had not been conducted. The grantee stated that they currently maintain a fixed assets inventory database, and that a physical inventory will be conducted this year; in addition, existing procedures will be monitored to ensure that future physical inventory of fixed assets will be conducted in accordance with the provisions of the Federal grant award.

Audit finding, Suspension and Debarment ARRA-09-03, Page 27:

The audit report stated that the Agency did not follow procedures and obtain the required Suspension and Debarment certification of a vendor, whose expenditures exceeded $25,000, prior to incurring the expenditure.

Recommendation Code Number 217905105:

The Office of Inspector General (OIG) recommended procedures be strengthened to ensure vendors are not suspended or debarred.

Corrective Action Planned or Taken

Agency response:

The Agency responded that they have implemented procedures to verify vendor's status via the Excluded Parties List System (EPLS); in addition, from vendors providing goods or services or $25,000, they obtain a certificate stating that they have not been debarred or suspended, and maintain copies of the certificates in their Procurement Department along with all on-line certifications.

No further action will be taken at this time. However, if additional information is brought to our attention or is discovered we reserve the right to act upon it in the future.

Audit Closure:

As a reminder, your entity is required by the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations, to follow up and take corrective action on audit findings and report the status of audit findings in the subsequent audit's summary schedule of prior audit findings. Your auditor is required by OMB Circular A-133 to follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings, and report exceptions.

Single Audits should be submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report or nine months after the fiscal year ends, in accordance with Section 320 of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*. Beginning with fiscal years ending on or after January 1, 2008, reports on OMB Circular A-133 audits must be submitted to the FAC online at http://harvester.census.gov/fac/index.html.

Grantees are requested to acknowledge receipt of decisions by the granting office. Please sign and return a copy of this letter within ten (10) days of receipt to the ACF Regional Office, at 1301 Young Street, Room 937, Dallas, TX 75202, Attention: Jessica Sigler.

You are requested to make this correspondence plus all grant documents and budget information available to the auditor for subsequent audits. Additionally, please ensure that your Executive Director and other Officers of the Board, Head Start Director, Finance Officer, and Policy Council Chairperson each receive a copy of this letter.

If you have any questions or need further information, please contact Janice Pruitt, RGMU Team Leader, at janice.pruitt@acf.hhs.gov, or 214-767-8848.

Sincerely,

Oscar Tanner
Director
Office of Financial Services

cc: GF/RF
Yvette Sanchez Fuentes, Director, Office of Head Start
Ray Bishop, Regional Grants Management Officer
Deborah Drake, Head Start Program Manager

AI-33769 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Resolution in honor of U.S. Marine Sgt. Michael Anthony Salinas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/16/2012 10:58 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Angela Garcia Started On: 08/16/2012 10:13 AM

Final Approval Date: 08/17/2012

AI-33770 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Resolution in honor of U.S. Army Sgt. Salvador Hernandez, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/16/2012 10:58 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Angela Garcia Started On: 08/16/2012 10:15 AM

Final Approval Date: 08/17/2012

AI-33772 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 08/21/2012

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

Department: COUNTY JUDGE

Information

CAPTION

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

BACKGROUND

For Fiscal Year 2012-2013 (October 1, 2012 - September 30, 2013)

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/16/2012 12:59 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: SANDRA DELEON Started On: 08/16/2012 10:49 AM

Final Approval Date: 08/17/2012

Amigos Del Valle, Inc.

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

"CELEBRATING 37 YEARS OF SERVICE"

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
Vice President
MINNIE MARTINEZ
Cameron County
Secretary
SANTIAGO SALINAS
Community Development
Program Monitor, Pharr
Treasurer
ELOY R. ALANIZ
Volunteer, Weslaco
Member

BOARD MEMBERS
JOHN VILLARREAL
City Commissioner, Brownsville
SONIA GALLEGOS
City Councilwoman, Donna
HOMER JASSO, JR.
City Commissioner, Edinburg
JOEY TREVINO
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
CARLA RODRIGUEZ
Grant Administration Director, McAllen
DIANNA G. TOVAR
City Commissioner, Mercedes
NORIE GARZA
City Councilwoman, Mission
MARY GUTIERREZ
City Commissioner, Raymondville
HECTOR JALOMO
City of San Benito
LUIS RAMOS
City Commissioner, San Juan
DORA PEREZ
County Commissioner, Willacy County
IRMA R. GARCIA
Banking / Finance
VICTOR G. TREVINO
Member-At-Large, Cameron County
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

July 23, 2012

RECEIVED
JUL 2 5 2012
COUNTY JUDGE

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

Honorable Judge Garcia:

Our agency continues to need and depend on your County's active participation in our Board of Directors through your appointed Board Representative and Alternate. Thus, this is to request your County's appointment of your Representative and Alternate to our Fiscal Year 2012-13 (October 1, 2012 – September 30, 2013) Board of Directors by no later than Monday, September 3, 2012. Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in writing to Lydia Rodriguez, Executive Administrative Assistant, at our Administration Office by no later than Friday, September 7, 2012.

Please be assured that we are very grateful for your County's thirty-seventh (37) year commitment and involvement with our agency as a member of our Board of Directors.

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

Sincerely,

Jose E. Garza
Executive Director

cc: Hector "Tito" Palacios, Commissioner, County of Hidalgo
Raul Silguero, County of Hidalgo

Equal Housing
Opportunity & Lender

HUD Certified Counseling Agency

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

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

ARTICLE VII

BOARD OF DIRECTORS:

A. COMPOSITION

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

Representatives and Alternates shall be designated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

AI-33790 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 08/21/2012

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

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration, and approval of 2012 Texas Conference of Urban Counties Annual Dues in the amount of $20,045.00 and with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

2. Discussion, consideration, and approval of Urban Counties Policy Committee Nomination Resolution.

BACKGROUND

Funding identified by DBM: 1100-413-30-125-004-0-810

Attachments

invoice

Letter on representative

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 01:19 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: SANDRA DELEON Started On: 08/17/2012 12:08 PM

Final Approval Date: 08/17/2012

TEXAS Conference of
Urban Counties

October 21, 2011

Chairman
Commissioner
Mike Cantrell
Dallas County

Chair Elect
Commissioner
Eddie Arnold
Jefferson County

Immediate Past Chair
Judge
Mike Bradford
Midland County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Bobbie Mitchell
Denton County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Hidalgo County Commissioners Court
Attention: Judge Ramon Garcia
P.O. Box 1356
Edinburg, Texas 78540

Statement of Annual Dues for Hidalgo County

2010 Population: 774,769

Urban County dues are $3,000 per county plus 2.2 cents per capita, as approved by Urban Counties members on 05/18/2011. The dues formula is the same as the previous year.

2012 Urban Counties Dues: $20,045

Please make checks payable to Texas Conference of Urban Counties and mail to:
Texas Conference of Urban Counties
500 West 13th Street
Austin, Texas 78701 **Urban Counties Federal ID #: 74-3019904**

Urban Counties Programs & Services

Intergovernmental Relations (IGR) Program

Represents the interests of urban counties in the Texas policymaking process. Among many other priorities, some IGR projects are:

- Promote legislation to improve the delivery of governmental services, make local government more effective, and reduce the overall cost of government;
- Maintain continuous dialogue with state officials regarding proposals to limit county revenue options and modify property taxes;
- Promote action to prevent prison overcrowding and jail backlogs;
- Opposition to unfunded mandates and restrictions on county authority;
- Promotion of fair funding for urban counties - based on population or number of clients, rather than equal funding per county;
- Monitor and interact on behalf of counties in state agency policy changes;
- Legislative impact during the 82nd Legislative Sessions: 6,003 bills reviewed, 2,246 tracked and summarized, and over 150 directly impacted;
- The Policy Analysis Project Report - a weekly analysis of legislation, attorney general opinions and state agency rule changes;
- The Urban Counties Clippings Service - daily emails containing articles of interest to county officials from state and national newspapers; and
- Urban Counties Newsletters on county issues and state policy developments.

Education Program

Provides urban county officials with continuing education events, including:

- Urban Counties luncheons;
- Biennial Education Conference; and
- Critical Issues Workshops and Executive Roundtables.

TechShare Program

Develops collaborative technology projects and shared technology resources to save counties money. Projects include:

- Court Management System Software, saving fourteen counties over $32.7 million in acquisition and implementation costs;
- Case Management System for Juvenile Probation, saving three counties $6 million in development costs; and
- Adult Case Management System - planning the future of criminal justice systems for Texas counties.

TEXAS Conference of
Urban Counties

RECEIVED
JAN 12 2012
COUNTY JUDGE

January 6, 2012

Chairman
Commissioner
Eddie Arnold
Jefferson County

Chair Elect
Commissioner
Bobbie Mitchell
Denton County

Immediate Past Chair
Commissioner
Mike Cantrell
Dallas County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Hidalgo County Commissioners Court
c/o Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

Re: **Hidalgo County Appointment of a Representative to the Urban Counties Policy Committee**

Dear Judge Garcia and Commissioners:

The Texas Conference of Urban Counties respectfully requests that the Hidalgo County Commissioners Court appoint one of its members to serve on the Urban Counties Policy Committee for the 2012-2013 term.

The Hidalgo County Commissioners Court previously appointed Judge Ramon Garcia to serve on the Policy Committee.

The Bylaws of the Urban Counties provide that each member county with a population of more than 400,000 has individual representation on the Policy Committee.

The Policy Committee is responsible for developing and adopting all legislative positions of the association. A copy of the proposed meeting schedule is attached for your review.

Please forward to us a copy of the minute order or resolution making your appointment to the Policy Committee. If you need assistance please contact Michael Vasquez at 512/476-6174.

As the Urban Counties Vice-Chairman of Policy, Williamson County Judge Dan Gattis serves as Chairman of the Policy Committee.

Thank you for your continued support and participation in the Urban Counties. As always, please contact me if I may be of additional assistance on this or any other matter.

Sincerely,

Donald Lee
Executive Director

cc: Hidalgo County Commissioners
Attachments: Bylaws of the Texas Conference of Urban Counties
Proposed Policy Committee Meeting Schedule

TEXAS *Conference of*
Urban Counties

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Commissioner
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Jefferson County

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Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

February 16, 2012

To: Urban Counties Policy Committee

From: Michael Vasquez, Program Manager

Re: **Proposed Meeting Schedule for the Policy Committee**

Background:

Included below is the proposed meeting schedule for the Urban Counties Policy Committee.

This schedule will be an agenda item for consideration at the first Policy Committee meeting on February 16, 2012. The Committee will also consider an alternative schedule with meetings held on the same day as the Urban Counties membership luncheons to reduce the number of separate trips to Austin.

Please look over the proposed dates and compare them with your schedules. Please send me any feedback you have regarding the dates. You may contact me by calling the Urban Counties office at 512/476-6174 or via e-mail at michael@cuc.org.

During the interim, Policy Committee meetings are generally held on a quarterly basis, unless that schedule is altered by the Policy Committee Chairman. During the first three months of a legislative session, Policy Committee meetings are held every four weeks; during the last two months, they are every three weeks. Policy Committee meetings are traditionally held on Thursday during the interim and on Wednesday during legislative session.

All meetings are from 10:30am until 2:00pm in the second floor boardroom of the Urban Counties Building at 500 West 13th Street in Austin.

Proposed dates for 2012:

- **Policy Committee – Thursday, February 16, 2012**
- **Policy Committee – Thursday, May 24, 2012**
- **Policy Committee – Thursday, September 13, 2012**
- **Policy Committee – Thursday, November 15, 2012**

Proposed dates for 2013:

83rd Legislative Session begins – Tuesday, January 8, 2013

- **Policy Committee – Wednesday, January 16, 2013**
- **Policy Committee – Wednesday, February 13, 2013**
- **Policy Committee – Wednesday, March 13, 2013**
- **Policy Committee – Wednesday April 10, 2013**
- **Policy Committee – Wednesday, May 1, 2013**
- **Policy Committee – Wednesday, May 22, 2013**

83rd Legislative Session ends – Monday, May 27, 2013

- **Policy Committee – Thursday, June 6, 2013 (w/ membership luncheon)**
- **Policy Committee – Thursday, August 8, 2013**
- **Policy Committee – Thursday, October 17, 2013**

Recommended Resolution: None.

Constitution and Bylaws of the Texas Conference of Urban Counties

Preamble

This Constitution of the Texas Conference of Urban Counties as amended on June 18, 2009, shall serve as the Bylaws of Texas Conference of Urban Counties non-profit corporation.

In order to address the unique challenges confronting urban counties in Texas in a coordinated, nonpartisan manner, the Commissioners Courts of Bexar, Dallas, El Paso, Harris, Tarrant and Travis Counties originally created the Texas Conference of Urban Counties.

In pursuit of the original goals of the organization, we, the Commissioners Courts of Bell, Bexar, Brazoria, Brazos, Cameron, Chambers, Collin, Comal, Dallas, Denton, El Paso, Ellis, Fort Bend, Galveston, Grayson, Gregg, Guadalupe, Kaufman, Harris, Hays, Hidalgo, Hunt, Jefferson, Johnson, Lubbock, McLennan, Midland, Nueces, Rockwall, Smith, Tarrant, Travis, Webb, and Williamson Counties, do hereby ordain and establish this revised Constitution and Bylaws of the Texas Conference of Urban Counties.

Article I - Name

This organization shall be incorporated under the name of and known as the Texas Conference of Urban Counties.

Article II - Purpose

The purpose of this corporation shall be:

(1) to support and coordinate communications among the officials of member counties to improve the county form of government for the benefit of the people of Texas; and

(2) to study policies and programs of the State of Texas that affect urban county governments and to foster effective communications between State and urban county officials;

(3) to provide training and continuing education for urban county officials and other services for member counties that will enhance the quality of urban county services; and

(4) to procure products and services jointly for member counties in order to realize efficiencies and economies of scale.

Article III - Powers

(1) In effectuating its purpose, the Corporation shall have all powers conferred by applicable law, specifically including, but not limited to, the following powers:

a. To purchase, receive, lease, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated, as the purpose of the Corporation shall require, or as shall be donated to it.

b. To sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

c. To make contracts and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property and income.

d. To sue and be sued, complain and defend, in the name of the Corporation.

(2) Notwithstanding any of the foregoing statements of powers, this Corporation shall not engage in any activities which are not in furtherance of, and limited to, the purposes set forth in Article II.

Article IV – Membership

(1) Any county in the State of Texas with a population greater than 100,000, as determined by the preceding Official Federal Census or the mid-decade adjustment to such a census, or one of two adjacent counties that form one metropolitan statistical area with a population greater than 100,000, may become a member of this corporation if the Commissioners Court of such county votes favorably to authorize the county to become a member and authorizes the necessary expenditures for membership dues.

(2) Any county that is part of a metropolitan statistical area and is contiguous to a member county may apply for membership in the corporation. Applications shall be considered at the next business meeting. Applications shall be approved upon a majority vote of the members present.

(3) Membership dues shall be paid annually when statements are provided to each individual county. Failure to pay such dues within the prescribed time shall result in termination of membership.

(5) It shall be the duty of the Chairman to preside at all meetings of the corporation. The Chairman shall see that a time and place is arranged for all meetings, and a program is prepared. The Chairman shall appoint all standing and special committees as provided and limited by Article VI.

(6) It shall be the duty of the Chairman-Elect to preside at all meetings when the Chairman is not present, and to assist the Chairman in carrying out the duties of the office of Chairman.

(7) It shall be the duty of the Vice-Chairman of Administration to record the minutes of all meetings of the Corporation.

(8) It shall be the duty of the Executive Director, under the oversight of the Vice-Chairman of Finance and in accord with all policies adopted by the Board of Directors, to receive all dues and other revenues of the corporation, to pay all obligations of the corporation, and to hold all of the corporation's funds in an appropriate bank account.

(9) The business of the corporation shall be directed by a Board of Directors composed of the Chairman; Chairman-Elect, each Vice-Chairman; and the Immediate Past-Chairman. Actions and positions of the Board of Directors shall not conflict with the actions and positions taken by the membership as provided in Article VII.

(10) The Board of Directors shall select and appoint an Executive Director who shall serve at the pleasure of the Board. At the discretion of the Board, the Executive Director may be an independent contractor or an employee of the Corporation. The Executive Director shall be the chief executive officer of the corporation, having all powers and performing all duties appropriate to the capacity and as may be further designated by the Board. Generally, the Executive Director shall perform all acts and have all powers required or authorized by law for the chief executive officer of a corporation, including the signing or verifying of all documents required by law. He shall have the authority to bind the corporation contractually, and to make expenditures on behalf of the corporation. Executive Director shall exercise authority over the selection, employment, compensation and direction of all personnel necessary to operate the corporation and of all vendors and contractors, including legal counsel.

(11) Board members and officers, with the exception of the Executive Director, shall serve without compensation. Payment of expenses for the performance of official duties of an officer or attendance at an official function of the corporation shall not be considered compensation.

Article VI – Committees

(1) There shall be three standing committees of Texas Conference of Urban Counties:

(a) The Policy Committee which shall develop and adopt legislative positions on all matters of State Intergovernmental Relations, as

(4) At any time a county may withdraw from the corporation if the Commissioners Court of such county votes for withdrawal or does not approve the payment of dues; but all dues paid shall remain in the corporation.

(5) Member counties shall be entitled to five (5) votes on all matters involving the corporation which are subject to referendum. Voting shall be limited to county commissioners and county judges or their designated representatives. Provided, however, that no official or representative shall have more than one vote. An elected official may designate a representative to a meeting of the corporation by written notification to the corporation Chairman.

(6) The membership shall meet annually and at such other times and locations as may be set by the Chairman. Written notice of all meetings shall be sent to all members at least 10 days prior to the date of the meeting.

(7) A quorum of any meeting of the corporation shall exist when all members have been duly notified of the time and place of the meeting and representation from at least 10 of the member counties is in attendance. When a quorum, as defined above, is not present but all members have been duly notified of the time and place of a given meeting, and a position on legislation by the corporation is required, such position shall stand as a vote of the corporation until such time as it may be amended or repealed by a later vote of the corporation with a quorum present.

(8) No member shall be personally liable for any indebtedness or liability of the corporation, and any and all creditors shall look only to the assets of the corporation for payment.

Article V - Officers, Duties of, Term of Office; Board of Directors

(1) The membership shall elect a Chairman (who shall serve as President for purposes of the Texas Non-Profit Corporation Act), Chairman-Elect, Vice-Chairman of Finance, Vice-Chairman of Administration (who shall serve as Secretary for the purposes of the Texas Non-Profit Corporation Act), Vice-Chairman of Policy, Vice-Chairman of Education, and Vice-Chairman of Membership. In the event a vacancy should occur in the office of Chairman, the Chairman-Elect shall succeed to the office of Chairman. A special election shall be called by the Chairman to fill a vacancy in any other office.

(2) Officers shall be elected at a regularly scheduled meeting no later than the last scheduled meeting held during an odd-numbered year for a two-year term beginning on January 1 of the next even-numbered year, and shall serve until the end of their term or their successors are elected, whichever comes later.

(3) A person shall be eligible to be elected as an officer of the Corporation only if the person has been nominated for office by the commissioners court of the person's county. The requirement for nomination by the commissioners court does not apply to an incumbent officer of the Corporation.

(4) Other than from the office of Chairman-Elect to the office of Chairman, there shall be no automatic succession from one office to another.

provided by Article VII, and shall be chaired by the Vice-Chairman of Policy;

(b) The Events and Programs Committee which shall have jurisdiction over all continuing education events and programs of the association, and shall be chaired by the Vice-Chairman of Education; and

(c) Member Services Committee which shall have jurisdiction over all services provided to member counties other than continuing education and intergovernmental relations, and shall be chaired by the Vice-Chairman of Membership.

(2) The corporation Chairman may appoint additional standing and special committees as necessary.

(3) A person shall be eligible to be elected a member of the Policy Committee only if the person has been nominated for office by the commissioners court of the person's county.

(4) The corporation Chairman shall appoint the members of all standing committees except for the Policy Committee, which shall be composed as follows:

(a) One position appointed by the commissioners courts of each county with a population of 400,000 or greater;

(b) Six positions representing counties of a population of 200,000 or greater but less than 400,000, as elected by the corporation members from that group of counties in attendance at a meeting for which all members of the class have been provided written notice at least 30-days in advance, to be held once every two years;

(c) Four positions representing counties of a population less than 200,000, as elected by the corporation members from that group of counties in attendance at a meeting for which all members of the class have been provided written notice at least 30-days in advance, to be held once every two years;

(d) Committee members may designate someone to attend a meeting in their absence. If a position becomes vacant, then the other positions from the same class of counties shall nominate an interim representative to serve until the next meeting of the corporation, where upon all members attending from that class of counties shall elect a permanent representative for the vacant position.

(e) County populations shall refer to the latest decennial census report from the US Bureau of the Census.

(5) All members that serve on the Board of Directors shall automatically fill a position on the Policy Committee from their respective county or class of counties instead of the appointment or election of that position.

(6) A quorum of any meeting of a committee shall exist when all committee members have been duly notified of the time and place of the meeting and at least 50% of the committee members (or their designees) are in attendance.

Article VII - Legislative Positions

(1) Legislative positions of Texas Conference and Urban Counties shall be developed and adopted by the Standing Committee on Policy.

(2) Legislative positions adopted by the Standing Committee on Policy shall be reported to all members of the corporation during the next regular or special meeting of the corporation.

(3) Legislative positions adopted by the Standing Committee on Policy may be modified during any regular or special meeting of the corporation by an affirmative vote of two-thirds of the members present and voting.

Article VIII - Fiscal Year, Annual Budget

(1) The Fiscal Year shall commence on October 1.

(2) The corporation shall approve an annual budget during a regularly scheduled meeting no later than the first regularly scheduled meeting of each fiscal year.

(a) The budget shall be submitted to all members of the corporation at least 20 days prior to being considered at the meeting.

(b) The budget shall be approved upon a majority vote of the members present.

County of Hidalgo
State of Texas

RESOLUTION

WHEREAS, The Texas Conference of Urban Counties was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

WHEREAS, Hidalgo County has found participation in the Urban Counties to be of great benefit to Hidalgo County and to urban counties in general; and

WHEREAS, the Texas Conference of Urban Counties membership has recognized the value of including county commissioners courts in the nominating process for the Policy Committee; and

WHEREAS, Hidalgo County wishes to ensure that the Urban Counties Policy Committee has members who have the full support of their respective commissioners court; and

WHEREAS, _____ has expressed an interest in serving on the Policy Committee to represent the interest of Hidalgo County in the policy development process of Texas Conference of Urban Counties; and

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby nominates _____ to serve on the Policy Committee for the 2012-2013 term.

Dated this 17th day of August, 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

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-33651 **District Attorney 7. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Request approval to accept the 2012-2013 D.A. State Supplement in the amount of $22,500.00
2. Approval of Certification of Revenues as certified by the County Auditor for the D.A. State Supplement Grant.
3. Approval of 2012-2013 D.A. State Supplement (080-010) budget in the amount of $22,500.00.
4. Approval of salary schedule.

BACKGROUND

Funding provided by the State, no impact on general fund.

Fiscal Impact

FISCAL YEAR: 2012-2013 **ACCT. #:** 2-1281-412-00-080-010-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds into D.A. State Supplement fund in the amount of $22,500.00.

"D.A. State Supplement Grant Revenue" - Acct #2-1281-334-10-080-010-3-000

Attachments

DASSINFO
DASSBudgetAmend
DASSSalaryAnalysis
Salary schedule
cert of revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 03:31 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Roy Cazares Started On: 08/09/2012 09:30 AM

Final Approval Date: 08/17/2012

County. The total reimbursement each year shall not exceed the amount appropriated, and in no event shall amounts appropriated be expended to reimburse Walker County or other counties for lease space in county-owned buildings.

Any unexpended balances from appropriations out of the General Revenue Fund made to the Special Prosecution Unit for fiscal year 2012 are appropriated to the Special Prosecution Unit in fiscal year 2013 for the same purposes.

The Special Prosecution Unit shall submit a report each January 1 to the Legislative Budget Board and the Governor for the preceding fiscal year ending August 31. The report must be in a format prescribed by the Legislative Budget Board and the Governor and must include annual statistical information on activities of the Special Prosecution Unit.

5. **Witness Expenses.** The appropriation made above to the Judiciary Section, Comptroller's Department for the payment of witness expenses under the Code of Criminal Procedure is based on legislative intent that such expenses are not paid at rates that exceed the maximum rates provided by law for state employees.

6. **Felony Prosecutors: Expenses.** For the payment of salaries of assistant district attorneys, investigators and/or secretarial help and expenses, including travel for these personnel as determined by the prosecutors designated in Strategies B.1.1, B.1.2, B.1.3, and B.1.4. Reimbursement shall be limited to expenses for supplies or items that would normally be consumed or utilized within the fiscal year for which the funds in this item are designated. Payments shall not exceed $11,083 per year in single-county districts with populations over 50,000 in Strategy B.1.4; $22,500 per year in districts with populations over 50,000; or, $27,500 per year in districts with populations under 50,000 for those district attorneys, criminal district attorneys and county attorneys performing the duties of a district attorney both prohibited and not prohibited from the private practice of law per Government Code, Chapter 46; and shall be made available in three equal installments issued on the first day of September, January and May of each fiscal year. These payments shall be made directly to the district attorney, criminal district attorney, or county attorney for the purposes of disbursement as required by the attorney. The attorney receiving these payments shall be responsible to the Comptroller for accounting for all expenditures of these funds.

7. **Administration of Visiting Judge Strategies.** From funds appropriated, the Judiciary Section, Comptroller's Department shall maintain a system to account for all expenditures in each fiscal year made for the services of 1) visiting former judges serving in the judicial regions, 2) visiting former judges serving in the appellate courts, 3) visiting retired judges serving in the judicial regions, and 4) visiting retired judges serving in the appellate courts.

8. **Interagency Contract for Sex Offender Treatment and Supervision.** Out of amounts appropriated above to Strategy D.1.9, Sex Offender Treatment and Supervision, the Judiciary Section, Comptroller's Department shall enter into a contract in the amounts of $4,037,686 in fiscal year 2012 and $4,766,511 in fiscal year 2013 with the Department of State Health Services for persons under civil commitment as sex offenders requiring continued treatment and supervision.

9. **Longevity Pay.** Out of the amounts appropriated above in Strategy A.1.1, District Judge Salaries, an estimated $321,618 in fiscal year 2012 and an estimated $321,618 in fiscal year 2013 is provided to fund longevity pay for district judges under the provisions of Government Code § 659.0445.

RETIREMENT AND GROUP INSURANCE

	For the Years Ending August 31, 2012	August 31, 2013
Method of Financing:		
General Revenue Fund, estimated	$ 47,248,637	$ 49,050,312
General Revenue Dedicated Accounts, estimated	88,074	95,192

DATE: August 21, 2012

2012

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 2-1281-412-00-080-010-3-XXX

Contact Person: Roy Cazares **Ph#: 318-2300**

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
2-1281-412-00-080-010-3-122	**Temp P/T Employees**	**20,804.44**
2-1281-412-00-080-010-3-220	**FICA**	**1,591.54**
2-1281-412-00-080-010-3-250	**Unemployment Comp.**	**104.02**
	TOTAL APPROPRIATION	**22,500.00**
2-1281-334-10-080-010-3-000	**DA State Supplement Grant Revenue**	**22,500.00**
	TOTAL REVENUES	**22,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**22,500.00**

REASON: 2012-2013 D.A. State Supplement Budget.

Roy Cazares for Rene Guerra

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

D.A. STATE SUPPLEMENT 2-1281-412-00-080-010-3-XXX	Title	Slot No.	Annual Hours	Hourly Rate	Annual Salary	Longevity $240 per year	Auto Allowance	Salary, Auto & Longevity	Health Insurance $ 4,164.00	Life Insurance $ 27.00	FICA 7.65%	Retirement 9.95%	Unemployment 0.50%	Workers' Comp. 0.18%	Total
Christopher Grant Tremper	Clerk I	T004	789	$8.47	$6,683.44	$0.00	$0.00	$6,683.44	0.00	0.00	511.28	0.00	33.42	0.00	$7,228.14
Stephanie Ann Cantu	Clerk I	T005	794	$9.00	$7,146.00	$0.00	$0.00	$7,146.00	0.00	0.00	546.67	0.00	35.73	0.00	$7,728.40
Victoria Riojas	Clerk I	T006	775	$9.00	$6,975.00	$0.00	$0.00	$6,975.00	0.00	0.00	533.59	0.00	34.88	0.00	$7,543.46
					$0.00			$0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
					$0.00			$0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
					$0.00			$0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
				$26.47	$20,804.44	$0.00	$0.00	$20,804.44	$0.00	$0.00	$1,591.54	$0.00	$104.02	$0.00	$22,500.00

	Salary & Fringes	
2-1281-412-00-080-010-3-XXX	Salary	$20,804.44
	Longevity	$0.00
	Auto Allowance	$0.00
	Health Insurance	$0.00
	Life Insurance	$0.00
	Social Security	$1,591.54
	Retirement	$0.00
	Unemployment	$104.02
	Workers' Comp	$0.00
	Total:	**$22,500.00**

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1281-412-00-080-010-3

D.A. STATE SUPPLEMENT

AI- 33651

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T004	122	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T005	122	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
T006	122	CLERK I	1	1	$18,564.00	$18,564.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
					$54,764.00	$54,764.00	$54,920.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,920.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 17, 2012

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the Apportionment Funds appropriated in the General Appropriations Act for the District Attorney. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$22,500.00	Apportionment Funds for State Appropriation Year 2013

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/20/12
Date

THE COUNTY OF HIDALGO TEXAS

AI-33652 **District Attorney 7. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

D.A. US Justice Fund (1256)
Approval of 2012 appropriation of funds in the amount of $50,000.00 for the D.A. US Justice to fund various operating expenditures.

BACKGROUND

Transfer of funds from the HIDTA Task Force Office to the D.A.'s Office was approved by CC on 07/24/12 (REF: AI-33289).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1256-253-00-080-014-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $50,000.00 under D.A. US Justice Fund (1256).

Attachments

Balance Sheet
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 03:55 PM
Sylvia Solis	Sylvia Solis	08/09/2012 04:27 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Roy Cazares Started On: 08/09/2012 09:37 AM

Final Approval Date: 08/17/2012

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1256 DA FEDERAL SHARING US DEPT OF JUSTICE				
2-1256-202-00-000-000-0-000 DA US DEPT OF JUSTICE-ACCOUNTS PAYABLE	.00	.00	.00	.00
Total Liabilities	**.00**	**.00**	**.00**	**.00**
2-1256-270-00-000-000-0-000 DA US DEPT OF JUSTICE-BUDGETED FUND BALA	.00	.00	50,000.00	50,000.00
2-1256-253-00-000-000-0-000 DA US DEPT OF JUSTICE-FUND BALANCNCE	60,174.23	.00	.00	60,174.23
Total Equity	**60,174.23**	**.00**	**50,000.00**	**110,174.23**
2-1256-275-00-000-000-0-000 DA US DEPT OF JUSTICE-ESTIMATED REVENUES	.00	.00	-50,000.00	-50,000.00
2-1256-276-00-000-000-0-000 DA US DEPT OF JUSTICE-REVENUES	.00	.00	6.62	6.62
2-1256-271-00-000-000-0-000 DA US DEPT OF JUSTICE-APPROPRIATIONS	.00	.00	.00	.00
2-1256-272-00-000-000-0-000 DA US DEPT OF JUSTICE-EXPENDITURES	.00	.00	.00	.00
2-1256-273-00-000-000-0-000 DA US DEPT OF JUSTICE-ENCUMBRANCE CONTRO	.00	.00	.00	.00
2-1256-274-00-000-000-0-000 DA US DEPT OF JUSTICE-RSRVD ENCUMBRANCES	.00	.00	.00	.00
Total Controls	**.00**	**.00**	**-49,993.38**	**-49,993.38**
Total Equity and Control	**60,174.23**	**.00**	**6.62**	**60,180.85**
Total Liabilities and Equity	**60,174.23**	**.00**	**6.62**	**60,180.85**

*Fund is in Balance .00

DATE: August 21, 2012

2012
Transfer

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 2-1256-412-00-080-014-0-XXX

Contact Person: Roy Cazares **Ph#:** 318-2300 Ext. 758

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
2-1256-253-00-080-014-0-431	**Repair & Maintenance services-buildings and other structures**	**$8,950.00**
2-1256-253-00-080-014-0-432	**Equipment & Vehicle R&M Service**	**$200.00**
2-1256-253-00-080-014-0-550	**Printing & Binding**	**$1,000.00**
2-1256-253-00-080-014-0-583	**Travel Out of County**	**$17,800.00**
2-1256-253-00-080-014-0-584	**Registration**	**$2,000.00**
2-1256-253-00-080-014-0-601	**Office Supplies**	**$14,500.00**
2-1256-253-00-080-014-0-607	**Household and Janitorial Supplies**	**$500.00**
2-1256-253-00-080-014-0-611	**Police Supplies**	**$110.00**
2-1256-253-00-080-014-0-743	**Office Furniture & Equipment**	**$4,940.00**
	TOTAL BUDGET INCREASE (DECREASE)	**$50,000.00**

REASON: District Attorney's Office Justice Funds budget.

Roy Cazares for Rene Guerra

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-33612 **8. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office (1284):
Authorization and approval to de-obligate the amount of $1,500.00 in the OCDETF Account.

BACKGROUND

OCDETF will use these funds to assist other entities.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-421-00-280-064-2-XXX

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

BUDGETARY IMPACT:

Funds are available as of 8/7/12.

Attachments

Appropriation

Backup

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/07/2012 03:35 PM
Budget & Management	Merlen P. Munoz	08/08/2012 02:38 PM
Manuel Chapa	Manuel Chapa	08/09/2012 02:13 PM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 08/07/2012 03:02 PM

Final Approval Date: 08/17/2012

DATE: **August 7, 2012**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **OCDETF Overtime**

ACCOUNT NUMBER: **2-1284-421-00-280-064-2-131**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-421-00-280-064-2-131	Overtime Pay	(1,500.00)
2-1284-331-12-280-064-2-000	OCDETF -Revenues	1,500.00

TOTAL APPROPRIATIONS **(1,500.00)**

REASON: **To de-obligate $1,500.00 from overtime hours for officer assigned to OCDETF investigations. (Number SW-TXS-0811H) Funds will be transferred by OCDETF to another entity.**

Cornelia Vargas

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Southwest Region

P.O. Box 61129
Houston, TX 77208

713-567-9000
Fax: 713-718-3307

Memorandum

July 23, 2012

To: Sheriff Guadalupe Trevino
Hildalgo CSO
711 El Cibolo Road
Edinburg, TX 78540

From: Michael Wright
AUSA OCDETF Coordinator
Southwest Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2012

OCDETF Investigation #	DCN:	Sponsoring Federal Agency:
SW-TXS-0811	L328021	DEA

Hildalgo CSO

At this time the Coordination Group has agreed to de-obligate funding in the above captioned agreement in the amount of -$1,500.00. This de-obligation gives your agency a total amount funded of $12,500.00 for this fiscal year which ends September 30, 2012.

Funding History	Funding Date	Change	Total
Beginning Agreement Amount	10/01/2011	$ 14,000.00	$ 14,000.00
Funding Change	07/16/2012	-$ 1,500.00	$ 12,500.00

Please do not hesitate to contact Tim Jung at 713-693-3333 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

AI-33633 **Sheriff's Office 8. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for reimbursement to Deputy Leonor Gonzalez in the amount of $66.00. Reimbursement is due after Deputy Gonzalez had to pay for fuel expense when Comdata Card did not work at the pump.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-626

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

BUDGETARY IMPACT:

Funding available as of 8-9-12

Attachments

Reimbursement- Leonor Gonzalez

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/08/2012 03:22 PM
Budget & Management	Merlen P. Munoz	08/08/2012 03:33 PM
Manuel Chapa	Manuel Chapa	08/09/2012 01:50 PM
Emilia Uriegas	Emilia Uriegas	08/15/2012 02:57 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Myra Montoya Started On: 08/08/2012 02:50 PM

Final Approval Date: 08/17/2012

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, LEONOR GONZALEZ , do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
040695	July 20, 2012	$66.00	MR B

I further state that I was authorized to make such a purchase(s).

I therefore requeste reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Leonor Gonzalez #1005

TITLE: DEPUTY SHERIFF
PERSON MAKING REQUEST

Before me MYRA M. MONTOYA , a Notary Public, appeared LEONOR GONZALEZ and on his/her oath deposed and stated that the foregoing facts as set forth in reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

Myra M. Montoya
Notary Public In and For the State of Texas

Approval of Department Head

Approval of County Auditor

MR B
401 N 1ST ST
CARRIZO SPRI TX 78834
L348665774001

07/19/2012 1:01:00 PM
Register: 1 Trans #: 5041 Op ID: 3323
Your cashier: Evangelina

Unleaded CA PUMP#8		
19.590 GAL @ $ 3.369/GAL	$66.00	99
Subtotal =	$66.00	
Tax =	$0.00	
Total =	$66.00	
Change Due =	$0.00	
Credit	$66.00	

Mileage
62750
Unit
478

XXXX XXXX XXXX 8540, Visa
GONZALEZ/LEONOR
INVOICE 040695
AUTH 130839

Sequence Number 25783
APPROVED 130839

I agree to pay the above total amount
according to the card issuer agreement.

Thank You !!

AI-33628 **Sheriff's Office 8. C.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Presentation for discussion, consideration, and approval to accept donation of two police canine vehicle inserts to the Hidalgo County Sheriff's Office from Javier Solis, Jr..

BACKGROUND

The estimated value of each insert is $1,250.00.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Agenda item requires no funding.

Attachments

donation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/08/2012 12:55 PM
Budget & Management	Merlen P. Munoz	08/08/2012 02:51 PM
Manuel Chapa	Manuel Chapa	08/09/2012 02:02 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Emilia Uriegas Started On: 08/08/2012 12:39 PM

Final Approval Date: 08/17/2012

Sheriff Guadalupe Lupe Trevino
711 East El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

Reference: Donation of Police K9 vehicle inserts to the Hidalgo County Sheriff's Office

Sheriff Trevino,

My name is Javier Solis and I wish to donate two police canine vehicle inserts to the Hidalgo County Sheriff's Office police canine unit. The inserts are in good condition and can be utilized to outfit two police canine vehicles. The estimated value of both inserts is about $2,500.00. Please feel free to contact me if you have any questions regarding this issue.

Respectfully,

Javier Solis Jr.

8-06-12

AI-33688 **Tax Office 9. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Submission of 2012 effective and rollback tax rates.
2. Discussion of 2012 planning calendar
3. Discussion of 2012 tax rates
4. Record vote on proposed 2012 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback rates.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/13/2012 10:16 AM
Perla Lopez	Perla Lopez	08/15/2012 08:50 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Angela Garcia Started On: 08/13/2012 09:46 AM

Final Approval Date: 08/17/2012

AI-33576 **Health & Human Services Dept. 10. B.**

CC REGULAR

Meeting Date: 08/21/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion of Regional Healthcare Partnership Plan for Region 5.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2012 02:09 PM
Manuel Chapa	Manuel Chapa	08/09/2012 02:25 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Dairen Sarmiento Started On: 08/03/2012 10:19 AM

Final Approval Date: 08/17/2012

AI-33514 **Health & Human Services Dept. 10. C.**

CC REGULAR

Meeting Date: 08/21/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting authorization to accept the Cardiovascular Health Project grant award from the U.S. Department of Health & Human Services, Office of Minority Health in the amount of $3,000.00. The performance period is from 08/01/12 to 07/31/13.

2. Approval of the Certification of Revenue in the amount of $3,000.00.

3. Approval to appropriate the award budget.

BACKGROUND

Authorization to apply - Reference AI-31894 - 04/24/12.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-057-3-XXX

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Award Document

appropriation

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 01:13 PM
Manuel Chapa	Manuel Chapa	08/03/2012 11:18 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Mike Escaname Started On: 08/01/2012 09:58 AM

Final Approval Date: 08/17/2012

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 07/17/2012

2. CONTRACT NO. *(If any)*:

3. ORDER NO.: HHSP233201200109M

4. REQUISITION/REFERENCE NO.: OS93093

5. ISSUING OFFICE *(Address correspondence to)*:
DHHS/PSC/SAS/DAM
Ardennes Building, Suite 400
12501 Ardennes Avenue
Rockville MD 20857

6. SHIP TO:

a. NAME OF CONSIGNEE: OS-OPHS Region 6

b. STREET ADDRESS: 1301 Young Street

c. CITY: Dallas

d. STATE: TX

e. ZIP CODE: 75202

7. TO: BRENDA SALAZAR

a. NAME OF CONTRACTOR: HIDALGO, COUNTY OF 1411977

b. COMPANY NAME:

c. STREET ADDRESS: HEALTH & HUMAN SERVICES
1615 S CLOSNER BLVD STE G

d. CITY: EDINBURG

e. STATE: TX

f. ZIP CODE: 785394582

f. SHIP VIA:

8. TYPE OF ORDER

[X] a. PURCHASE
REFERENCE YOUR:

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

[ ] b. DELIVERY

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: 2012.1060137.25102

10. REQUISITIONING OFFICE: JEFFERY SHANDREA M (OS0)

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone

[ ] f. SERVICE-DISABLED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF

a. INSPECTION: Destination

b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*: 07/31/2013

16. DISCOUNT TERMS:

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 74-6000717 DUNS Number: 103110834 Appr. Yr.: 2012 CAN: 1060137 Object Class: 25102 Period of Performance: 08/01/2012 to 07/31/2013 If you have any questions regarding this Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL *(Cont. pages)*: $3,000.00

21. MAIL INVOICE TO:

a. NAME: PSC/FMS

b. STREET ADDRESS (or P.O. Box): PSC_invoices@psc.hhs.gov

c. CITY:

d. STATE:

e. ZIP CODE:

17(i) GRAND TOTAL: $3,000.00

22. UNITED STATES OF AMERICA BY *(Signature)*: Electronically Signed 07/17/2012

23. NAME *(Typed)*: NORA V. TYSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
07/17/2012		HHSP233201200109M

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	order, please contact Nora V. Tyson at (301)443-5229. PROFESSIONAL SERVICE CONTRACT Project Officer: James LaVelle Dickens FNP, FAANP Commander, U.S. Public Health Service Office of Minority Health, Region VI Office of the Assistant Secretary for Health U.S. Department of Health and Human Services 1301 Young Street, Suite 1124 Dallas, TX 75202 (O) 214-767-3882 (F) 214-767-3209 email: james.dickens@hhs.gov Title: HidalGO Fit Program					
1	Purpose: The project will be used to offer education, knowledge, and training needed to empower local health professionals to lead the community to make healthy choices for life and reduce cardiovascular disease prevalence rates in Hidalgo County. Statement of Work Objective: The HidalGO Fit program will promote nutrition and fitness to our adult community. The HidalGO Fit Conference will: 1. Demonstrate the negative public health implications associated with Cardiovascular Disease 2. Advance Hidalgo County□s movement towards Cardiovascular Disease prevention and control 3. Provide practical information on the nutrition and fitness activities to the community that can be used in their everyday life. 4. Utilize the Million Hearts initiative evidence-based practical tools and resources TASKS: Describe the community or state outreach need for this project. Continued ...				3,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) ▷ $3,000.00

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
07/17/2012		HHSP233201200109M

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

1. Conduct planning meetings with stakeholders

2. Invite local public health organizations to display their services at the Conference

3. Advertise HidalGO FIT Conference with public health agencies and community

4. Have HidalGO FIT Conference
5. Summarize data obtained into a final report

Deliverables:
Final report of proposed activities due at completion of project, which will include the types of media campaigns and numbers done in each community (i.e. number of radio ads, newspaper ads, pamphlets produced).

Evaluative Process:
1. Evaluation: What performance measure(s) will be used to measure the success of your project?

- -Maintain sign-in sheets for every meeting held
- -Maintain agenda for every meeting
- -Maintain minutes of every meeting
- -Maintain sign-in sheet of all participating organizations and Conference attendees
- -Distribute pre-post tests to determine knowledge gained from each participant

Audience:
The target audience will be Hispanic adults

Payment Schedule:
Upon receipt and acceptance of the deliverable by the Project Officer payments shall be authorized as follows:

Within 15 days of notification of the award $2500.

Final Payment is pending the receipt of last deliverable (project final report) $500.

Total amount of award shall not exceed $3,000.00.

900 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY
The Contracting Officer Representative listed above is hereby designated to monitor the performance of this order on behalf of the Government. The Contracting Officer Representative will provide no supervisory or instructional assistance to Contractor

Continued ...

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
07/17/2012		HHSP233201200109M

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

personnel. The Contracting Officer's Representative function is primarily to provide the Contractor with working data. The Contracting Officer Representative is not empowered to make any commitments, nor authorized to make any changes which affect prices, terms, or delivery as specified on this order. Any such proposed changes shall be brought to the immediate attention of the Ordering Officer for action. The acceptance of any change by the Contractor without specific approval and written consent of the Ordering Officer will be at the Contractor's own risk.

929 INVOICE INFORMATION/CLAUSES INCORPORATED BY REFERENCE

1. INVOICE INFORMATION

IN ADDITION TO THE INFORMATION REQUIRED BY 52.232-25 (PROMPT PAYMENT), YOUR INVOICE MUST CONTAIN THE FOLLOWING: TAX IDENTIFICATION NUMBER (EMPLOYER'S IDENTIFICATION NUMBER) OR SOCIAL SECURITY NUMBER.

2. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS ADDRESS: HTTPS://WWW.ACQUISITION.GOV/FAR

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAR 2009)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

938 PARTIAL PAYMENTS
Partial Payments are authorized upon receipt and acceptance of deliverables by the Project Officer. Invoices/Request for Payments shall be submitted directly to the Project Officer for approval of payment.

The total amount of award: $3,000.00. The obligation for this award is shown in box 17(i).

DATE: August 14, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-057-3-XXX FIT

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
2-1293-441-00-340-057-3-320	FIT - Professional	$ 400.00
2-1293-441-00-340-057-3-441	FIT - Rental of Land & Buildings	$ 1,015.00
2-1293-441-00-340-057-3-601	FIT - Office & Computer Supplies	$ 1,585.00
	TOTAL APPROPRIATION	$ 3,000.00
2-1293-331-11-340-057-3-000	FIT - Grant Revenue	$ 3,000.00
	TOTAL APPROPRIATION	$ 3,000.00

REASON: To appropriate the FIT FY 13 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. 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

August 17, 2012

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$3,000.00	Order No. HHSP233201200109M HidalGO Fit Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/20/12
Date

THE COUNTY OF HIDALGO

RIO GRANDE VALLEY OF TEXAS

AI-33733 **Urban County 11. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Angie Ramos **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The CDBG Disaster Recovery Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (2) Units in the Countywide area in the amount of $ 97,980.00 to G&G Contractors.

BACKGROUND

These families were approved to receive assistance under the CDBG Disaster Recovery Program by the County Commissioners' Court on May 29 & June 26, 2012. Bids were received and opened at the Hidalgo County Purchasing Department on Tuesday, August 7, 2012.

- 100% of the contracts/agreements utilized for this grant were provided by the Texas Department of Housing and Community Affairs office (TDHCA).

- G & G Contractors were the sole bidders

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

- This agenda items is regarding the Disaster Recovery Program - a one-time funding grant in the amount of $2,000,000. These funds are not part of our normal annual funding that is why your office did not see the consistent funding information. The agenda item is for the LAST two (2) housing units. The current grant balance is $105,889.47 of which $97,980.00 is needed to the complete the last two (2) units.

Attachments

Housing Bid Tab

G & G Insurance

Construction Contract 1

Construction Contract 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 10:11 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Mary Flores Started On: 08/15/2012 09:03 AM

Final Approval Date: 08/17/2012

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: August 08, 2012 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of One (1) Unit in the County Wide Area and One (1) In the City Of Edinburg

Grant #: DRP-70090019-10-LR

G & G CONTRACTORS			
	UNITS	**TOTAL BID AMOUNT**	**BID BOND/CASHIER'S CHECK INCLUDED**
1	N. MARTINEZ	$50,340.00	BB INCLUDED
2	R. GARZA	$47,640.00	BB INCLUDED

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 4/16/2012

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RENE GARZA JR
DBA G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CL420913580	03/14/12	03/14/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/12	03/14/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03/15/12	03/15/13	WC STATU-TORY LIMITS [X] 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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR, TEXAS 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DISASTER RECOVERY PROGRAM
CONSTRUCTION CONTRACT

(Note: This Contract must be executed and acknowledge by all parties before contractor is notified to proceed.)

THIS AGREEMENT made and entered on **August 15, 2012** by and between **Rene Garza,** hereinafter called the "Contractor" and, **Ramon Garza,** hereinafter called the "Owner" covering improvements to be constructed on the following described property located in Hidalgo County, Texas:

Legal description: Tex Mex Survey Lot 16-W100'E800'S12.85 AC BLK 246 .72 AC NET

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. The Contractor shall:

(1) Furnish all labor, materials, supervision and services necessary to do the work specified in attached plans and specifications and made a part thereof, for the total sum of $47,640.00.

(2) Begin the work to be performed upon receipt of written Notice to Proceed, after which the Contractor shall complete said work within 10 calendar days thereafter.

(3) Comply with the Southern Building Code, Section 8 Housing Quality Standards, and with all regulations, ordinances, and laws of the City of Mission, the State of Texas, and the Federal Government, and promptly secure all necessary inspections of all work by authorized inspectors.

(4) Carry Comprehensive General Liability and Worker's Compensation Insurance both in accordance with the Laws of the State of Texas and the City of Mission for all persons engaged in work at the site.

(5) Furnish as specified in the Special Instructions and Conditions, Certificates of Insurance showing that he has complied with the provisions of subparagraph (4) above.

(6) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(7) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Contractor should be responsible for the disposal of all debris in a certified landfill. Absolutely no materials will be salvaged.

(8) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract.

(9) Provide a competent supervisor to be on the job site at all times during the progress of this work.

(10) Cause all work to be done in a good and workmanlike manner in accordance with good trade practices in the community, using materials specified.

(11) Provide licensed and bonded subcontractors for services which will not be provided by the Contractor, such as plumbing, electrical, etc., unless Contractor or his employees are licensed and bonded to provide such services.

(12) Not assign the mechanic's lien note, unsecured promissory note, and or contract to anyone other than the County of Hidalgo, Texas.

(13) Display good conduct at all times.

(14) Furnish the Owner, in care of the County of Hidalgo with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

II. The Owner:

1. Shall not permit or make any changes or additions to the plans and specifications without written approval of the County of Hidalgo.

2. Shall permit the Contractor to use at no cost existing utilities such as light, heat, power, water, and local telephone calls, necessary for carrying out and completing the work.

3. Shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering, and furnishings as necessary.

4. Acknowledges that the County of Hidalgo will provide the necessary funds for the contractor to demolish the specified areas and remove the debris.

III. Method of Compensation:

The Contractor shall be paid according to the following schedule within fourteen (14) working days after said completion in accordance with County of Hidalgo, Urban County Program Finance Department's Accounts Payable schedule, as discussed during pre-construction conference, as follows:

1. 40% of contract upon 50% completion of work.

2. 90% of contract upon 100% completion of work

3. The balance of 10% of contract not less than 30 days **after** completion of work provided all amounts due to subcontractors and suppliers are paid in full.

Prior to the second payment of 90% of contract payment the Contractor shall deliver a sworn statement to the effect he has paid all laborers, subcontractors, and material suppliers involved in fulfilling the contract and obtain a Waiver of Lien from them.

IV. General Provisions:

1. This Contract embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.

2. The Contractor agrees to perform the work required by this Contract and the Owner agrees that neither he nor the members of his family, his tenants, agents, and employees will hinder the Contractor in his work.

3. The County of Hidalgo, or its designee, is allowed to examine and inspect the reconstruction/rehabilitated work.

4. The Contractor shall be charged with the here after described liquidated damages for any delays in the completion of the work due. Delays due to the following shall not be chargeable:

    1. To any acts of the Government, including controls or restrictions relating to the availability of materials, equipment, tools, or labor by reason of war, National Defense, or by any other national emergency.

    2. To any acts of the Owner;

    3. To causes not reasonably foreseeable by the parties to this contract and which are beyond the control and without fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

Provided, however, that the Contractor shall promptly, within three (3) days, notify the Owner, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time for the period of the excusable delay.

5. If Contractor fails, except as herein before provided, to complete the work within the time specified by the Contract, he shall pay the Count, not as a penalty but as liquidated damages, the amount of $100.00 per day if such delay is caused by any reason other than those specified in IV above.

6. If for any reason other than those specified in IV above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the Owner with the consent of the County of Hidalgo, Texas, at his election, may unilaterally terminate this Contract.

7. The parties further state that to the best of their knowledge no member of the County of Hidalgo Commissioner's Court, and no other officer, employee, or agent of said County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____
Contractor

_____	_____
Name	**Ramon Garza**
_____	2123 E Richardson Rd Edinburg Tx 78542
Address	Address
_____	_____
Telephone	Telephone

County of Hidalgo Urban County Program
Subrecipient

_____
Director

1916 Tesoro Blvd Pharr Tx 78577
Address

(956) 787-8127
Telephone

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 County Of Hidalgo Urban County Program**,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of August 15, 2012.

_____
Notary Public In and For
the State of Texas

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 (Owner) **Ramon Garza,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of August 15, 2012
.

_____
Notary Public In and For
the State of Texas

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 (Contractor) **Rene Garza,** Known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of August 15, 2012

_____
Notary Public In and For
the State of Texas

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DISASTER RECOVERY PROGRAM
CONSTRUCTION CONTRACT

(Note: This Contract must be executed and acknowledge by all parties before contractor is notified to proceed.)

THIS AGREEMENT made and entered on **August 13, 2012** by and between **Rene Garza** hereinafter called the "Contractor" and, **Melinda & Noe Martinez,** hereinafter called the "Owner" covering improvements to be constructed on the following described property located in Hidalgo County, Texas:

Legal description: West Tract E310'-N220'-S550' EXC E220'-S200' FT 473 0.55 AC GR 0.53 AC NET

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. The Contractor shall:

(1) Furnish all labor, materials, supervision and services necessary to do the work specified in attached plans and specifications and made a part thereof, for the total sum of $ 50,340.

(2) Begin the work to be performed upon receipt of written Notice to Proceed, after which the Contractor shall complete said work within 10 calendar days thereafter.

(3) Comply with the Southern Building Code, Section 8 Housing Quality Standards, and with all regulations, ordinances, and laws of the City of Mission, the State of Texas, and the Federal Government, and promptly secure all necessary inspections of all work by authorized inspectors.

(4) Carry Comprehensive General Liability and Worker's Compensation Insurance both in accordance with the Laws of the State of Texas and the City of Mission for all persons engaged in work at the site.

(5) Furnish as specified in the Special Instructions and Conditions, Certificates of Insurance showing that he has complied with the provisions of subparagraph (4) above.

(6) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(7) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Contractor should be responsible for the disposal of all debris in a certified landfill. Absolutely no materials will be salvaged.

(8) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract.

(9) Provide a competent supervisor to be on the job site at all times during the progress of this work.

(10) Cause all work to be done in a good and workmanlike manner in accordance with good trade practices in the community, using materials specified.

(11) Provide licensed and bonded subcontractors for services which will not be provided by the Contractor, such as plumbing, electrical, etc., unless Contractor or his employees are licensed and bonded to provide such services.

(12) Not assign the mechanic's lien note, unsecured promissory note, and or contract to anyone other than the County of Hidalgo, Texas.

(13) Display good conduct at all times.

(14) Furnish the Owner, in care of the County of Hidalgo with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

II. The Owner:

1. Shall not permit or make any changes or additions to the plans and specifications without written approval of the County of Hidalgo.

2. Shall permit the Contractor to use at no cost existing utilities such as light, heat, power, water, and local telephone calls, necessary for carrying out and completing the work.

3. Shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering, and furnishings as necessary.

4. Acknowledges that the County of Hidalgo will provide the necessary funds for the contractor to demolish the specified areas and remove the debris.

III. Method of Compensation:

The Contractor shall be paid according to the following schedule within fourteen (14) working days after said completion in accordance with County of Hidalgo, Urban County Program Finance Department's Accounts Payable schedule, as discussed during pre-construction conference, as follows:

1. 40% of contract upon 50% completion of work.

2. 90% of contract upon 100% completion of work

3. The balance of 10% of contract not less than 30 days **after** completion of work provided all amounts due to subcontractors and suppliers are paid in full.

Prior to the second payment of 90% of contract payment the Contractor shall deliver a sworn statement to the effect he has paid all laborers, subcontractors, and material suppliers involved in fulfilling the contract and obtain a Waiver of Lien from them.

IV. General Provisions:

1. This Contract embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.

2. The Contractor agrees to perform the work required by this Contract and the Owner agrees that neither he nor the members of his family, his tenants, agents, and employees will hinder the Contractor in his work.

3. The County of Hidalgo, or its designee, is allowed to examine and inspect the reconstruction/rehabilitated work.

4. The Contractor shall be charged with the here after described liquidated damages for any delays in the completion of the work due. Delays due to the following shall not be chargeable:

    1. To any acts of the Government, including controls or restrictions relating to the availability of materials, equipment, tools, or labor by reason of war, National Defense, or by any other national emergency.

    2. To any acts of the Owner;

    3. To causes not reasonably foreseeable by the parties to this contract and which are beyond the control and without fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

Provided, however, that the Contractor shall promptly, within three (3) days, notify the Owner, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time for the period of the excusable delay.

5. If Contractor fails, except as herein before provided, to complete the work within the time specified by the Contract, he shall pay the Count, not as a penalty but as liquidated damages, the amount of $100.00 per day if such delay is caused by any reason other than those specified in IV above.

6. If for any reason other than those specified in IV above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the Owner with the consent of the County of Hidalgo, Texas, at his election, may unilaterally terminate this Contract.

7. The parties further state that to the best of their knowledge no member of the County of Hidalgo Commissioner's Court, and no other officer, employee, or agent of said County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____	_____
Contractor	Melinda Martinez
_____	_____
Name	Noe Martinez
_____	_____
Address	Address
_____	_____
Telephone	Telephone

County of Hidalgo Urban County Program
Subrecipient

_____
Director

1916 Tesoro Blvd Pharr Tx 78577
Address

(956) 787-8127
Telephone

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 County Of Hidalgo Urban County Program**,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of August 13, 2012.

_____
Notary Public In and For
the State of Texas

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 (Owner) **Melinda Martinez,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of August 13, 2012
.

_____
Notary Public In and For
the State of Texas

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 (Owner) **Noe Martinez,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of August 13, 2012
.

_____
Notary Public In and For
the State of Texas

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 (Contractor) **Rene Garza,** Known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of August 13 , 2012

_____
Notary Public In and For
the State of Texas

AI-33752 **Elections Administration 12. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Elections Department (1100):
Requesting approval to advertise/hire for the following position(s):

Department	Position Title	Slot #	Grade
Elections Department	Accounting Clerk II	0010	8

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Funding allocated within position/slot.

Attachments

Requisition/Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 04:24 PM
Rosalinda Cantu	Rosie Cantu	08/15/2012 04:50 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Nereida Garza Started On: 08/15/2012 01:39 PM

Final Approval Date: 08/17/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

Received
AUG 15 2012
Human Resources

FROM (NAME OF DEPARTMENT): Elections Department

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE ACCOUNTING CLERK II

☒ NEW POSITION OR REPLACEMENT FOR: MELANIE ESPARZA EMPLOYEE NO 185272

DEPT NO 0130 POSITION/SLOT NO 0010

ADVERTISED SALARY: $30,224 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: Hidalgo County Elections Department, 101 South 10th Avenue, Edinburg, TX 78539, Monday - Friday 8am-5pm unless otherwise required by elections.

CONTACT PERSON: Amanda Valdez EXTENSION / PHONE NO: 5731

Department Head or Elected Official — Date: 08/14/2012

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

~~APPROVED HR CHIEF OF STAFF~~ / DATE: 8.15.12 Designee

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES X NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

ACCOUNTING CLERK II

GRADE: 08

GENERAL DESCRIPTION

Employee performs routine technical accounting work. Work involves performing detailed assignments in recording, classifying, examining, and verifying financial records, documents, or reports; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Classifies, codes, posts, and balances financial accounting documents and records

Compiles statistical, financial, accounting, or auditing reports and tables pertaining to cash receipts, expenditures, accounts payable and receivable, and profits and losses

Calculates, prepares, and issues bills, invoices, account statements, and other financial statements according to established procedures

Prepares payment, cash, general journal, and related vouchers

Reconciles accounts and bank statements or appropriation balances, researches discrepancies, and reports findings

Assists with the preparation of financial statements and operating reports

May assist in preparing the budget

May assist with an annual inventory of equipment and supplies

May perform payroll-related activities

May perform financial calculations such as amounts due, interest charges, balances, discounts, equity, and principal

May audit and approve field operating reports, vouchers, claims, invoices, requisitions, estimates, purchase orders, statements, and similar records

May receive cash, prepare deposit slips, and maintain cash control records

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years experience with accounting or bookkeeping principles. Graduation from a standard senior high school supplemented by college course work in accounting is generally preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting the maintenance of accounting records and automated accounting systems

Skill in the use of a personal computer and related office equipment

Ability to review work for accuracy, to accurately perform detailed numerical work, to make arithmetical computations, and to prepare financial and accounting records

Knowledge of MS Word, Excel and 10-key calculator

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

AI-33604 **Elections Administration 12. C.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Elections Department (1100):
1. Approval of the following personnel actions:

Action	Slot	Position/Title	Grade & Step
Delete	086 (Vacant)	Elections Project Coordinator	G10
Create	0145	GIS Operator III	G12

2. Approval of transfer.
3. Approval of revised salary schedule.
4. Approval to advertise/hire for the GIS Operator III position, slot no. 0145.

BACKGROUND

Attachments

PARS
Revised Salary Schedule
transfer
fiscal note
job description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 02:36 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Sylvia Rios Started On: 08/07/2012 10:17 AM

Final Approval Date: 08/17/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Elections Department (130) **DATE:** August 07, 2012

CURRENT POSITION TITLE: Elections Project Coordinator **CURRENT SLOT. #:** 086

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other deletion of position

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

POSITION SALARY REQUEST:

Salary Amount: $ 37,109.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ 37,109.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

position no longer needed.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma P. Arnaz DEPARTMENT HEAD	8/8/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez by Syrianka HUMAN RESOURCES DIRECTOR	08.08.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Elections Department (130) **DATE:** August 07, 2012

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 138

REQUESTED POSITION TITLE: Elections GIS Operations Manager
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 43,284.00 (G12, S1) (Proposed Budgeted Salary) $ 43,284.00 (G12, S1) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

This position has evolved into significant changes in responsibilities, especially with regards to redistricting management and the maintenance of all jurisdictional boundaries.

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

Performs senior-level geographic information system work. Maintains, displays, updates and produces accurate maps and other representation of data such as with redistricting and annexations.

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

The responsibilities now associated with this position are senior-level and extensive knowledge of GIS. This position must lead the department in geographical changes as they pertain to redistricting, annexations and jurisdictional changes.

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

This position evolved from a co-supervisor to a full supervisor of GIS related responsibilities. This department resolves issues not only related to boundaries and annexations but also in reporting to the Secretary of State office and in resolving voter registration issues.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Yvonne Ramon DEPARTMENT HEAD	8/8/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios 08.08.12 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-414-00-130-001-0

AI - 33604

ELECTIONS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN				$73,500.00	$73,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$73,500.00
0007	113	FIELD SERVICE SPECIALIST II	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0010	113	ACCOUNTING CLERK II	8	1	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	EXECUTIVE ASSISTANT I	11	4	$44,287.00	$44,287.00	$44,410.00	$480.00	$0.00	$0.00	$0.00	$0.00	$44,890.00
0014	113	VOTER REGISTRATION SPCLST II	6	1	$27,276.00	$27,276.00	$27,276.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,636.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0016	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,500.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,800.00
0017	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0018	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0020	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0022	113	VOTER REGISTRATION SPCLST I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0085	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$41,481.00	$41,481.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$42,921.00
		DELETE THE FOLLOWING:											
~~0086~~	~~113~~	~~ELECTIONS PROJECT COORDINATOR~~	~~10~~	~~1~~	~~$37,109.00~~	~~$37,109.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0109	113	ACCOUNTANT II	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0120	113	ELECTIONS SYSTEM MANAGER	15	1	$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,526.00
0121	113	ELECTIONS SPECIALIST II	9	1	$34,360.00	$34,360.00	$34,360.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,720.00
0122	113	FIELD SERVICE SPECIALIST I	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0133	113	GIS OPERATOR ASSISTANT	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0134	113	ELECTIONS SPECIALIST I	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0135	113	ELECTIONS SPECIALIST I	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0136	113	FIELD SERVICE SPECIALIST I	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0137	113	FIELD SERVICE SPECIALIST II	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
T138	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T139	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T140	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T141	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T142	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T143	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T144	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
		CREATE THE FOLLOWING POSITION											
0145	**113**	**GIS OPERATOR III**	**12**	**1**	**$43,284.00**	**$43,284.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				TOTAL	$820,644.00	$894,144.00	$801,776.00	$2,940.00	$0.00	$0.00	$0.00	$0.00	$804,716.00

APPROVAL TO DELETE THE ELECTIONS PROJECT COORDINATOR POSITION, SLOT NO. 0086, GRADE 10 AND CREATE AN ELECTIONS GIS OPERATOR III, SLOT NO. 0145, GRADE 12.

PERSONNEL ACTIONS PENDING CC APPROVAL.

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 20, 2012

2012
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR ELECTIONS DEPT.

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
2-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(2,794.13)
TO:			
2-1100-414-00-130-001-0- 113	ELECTIONS DEPT-	REG F/T EMPLOYEES	2,365.90
2-1100-414-00-130-001-0- 220	ELECTIONS DEPT-	FICA	180.99
2-1100-414-00-130-001-0- 230	ELECTIONS DEPT-	RETIREMENT	235.41
2-1100-414-00-130-001-0- 250	ELECTIONS DEPT-	UNEMPLOYMENT	11.83
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Interdepartmental transfer to fund the prorated salaries and related fringe benefit expenditures of a newly created GIS Operator III position, slot no. 0145. Only covering a prorated amount of the difference in salary between the deleted Elections Project Coordinator position and the newly created GIS Operator III position.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 33604

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 21, 2012

Summary of request/proposal:
ELECTIONS DEPT (1100):
Approval to delete/ create the following regular full time position(s):

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	Elections Project Coordinator	0086	113	10	1	37,109.00	-	-	0.00	(37,109.00)
1100	GIS Operator III	0145	113	12	1	0.00	-	-	43,284.00	43,284.00
			TOTAL	-	-	37,109.00	-	-	43,284.00	6,175.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2-1100-414-00-130-001-0-	113	ELECTIONS DEPT -	REG F/T EMPLOYEES	$2,365.90
2-1100-414-00-130-001-0-	211	ELECTIONS DEPT -	HEALTH INSURANCE	$0.00
2-1100-414-00-130-001-0-	212	ELECTIONS DEPT -	LIFE INSURANCE	$0.00
2-1100-414-00-130-001-0-	220	ELECTIONS DEPT -	FICA	$180.99
2-1100-414-00-130-001-0-	230	ELECTIONS DEPT -	RETIREMENT	$235.41
2-1100-414-00-130-001-0-	250	ELECTIONS DEPT -	UNEMPLOYMENT COMP	$11.83
2-1100-414-00-130-001-0-	260	ELECTIONS DEPT -	WORKER'S COMP	$0.00
			2012 BUDGETARY IMPACT:	$2,794.13

2013 Budgetary Impact: $7,292.68

Possible Funding Sources: CO WIDE ADMIN- CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

ELECTIONS PROJECT COORDINATOR

GRADE: 10

GENERAL DESCRIPTION

Performs a variety of functions which follow established procedures and which may require some judgment and specialized subject knowledge such as advanced technological understanding of various programs and resources. Co-Supervises the Voter Registration Specialists with the Voter Registrar Manager and assists Elections Manager and IT Manager in the election process.

EXAMPLES OF WORK PERFORMED

Ability to work with comma delimited and other file formats such as csv

Extensive knowledge of Microsoft Office Suite (Excel, Access), SQL

Computer and Network Troubleshooting: HP Print Servers

Knowledge of ArcGIS Desktop; (geocoding), (gps)

Ability to troubleshoot and repair printers or scanners

Work closely with city and school officials on their boundaries to prepare on GIS System

Experience with plotter, printing in various sizes; laser and dot matrix printers and have knowledge of jurisdictional lines and outliers

Work closely with the Voter Registration Department and generate and upload daily reports to the Secretary of State

Assist the Voter Registration Manager in supervising Data Processors

Check State Validation listings, errors, rejects, plus DPS downloads and have knowledge of converting into database format which then requires Geo-coding

Fulfill public information requests such as but not limited to voter lists and maps of jurisdictions, cities, schools, etc

Prepare and print all polling location maps for poll workers during elections and have knowledge of special maps such as split precincts, and overlapping boundaries

Must be able to work overtime when required

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (3) years computer experience; Graduation from an accredited college or university. Geographical information system (GIS) technology preferred; Knowledge of industry standard hardware and software preferred; Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

Employee must have a current valid Texas Motor Vehicle Operator's License

Knowledge, Skills, and Abilities

Ability to read and interpret document such as safety rules, operating and maintenance instructions and procedures manuals

Ability to speak effectively before groups of customers and employees

Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals

Ability to compute rate, ration and percent to draw and interpret bar graphs

Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form

Ability to deal with problems involving several concrete variables

Ability to work under stressful conditions

Able to work extended hours as needed

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

GIS OPERATOR III

GRADE: 12

GENERAL DESCRIPTION

Performs highly complex (senior-level) geographic information system work: Work involves input and manipulation of geographic information to create, maintain, display, update, and produce accurate maps and other representation of data; May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment

EXAMPLES OF WORK PERFORMED

Reviews maps, graphs, or diagrams using geographic information software and related equipment

Reviews geographic data from sources including censuses, field observations, satellite imagery, aerial photographs, and existing maps

Digitizes and maintains spatial databases of relevant information, document procedures, validates data for accuracy and completeness, completes approved metadata forms, and produces maps of the resulting information

Evaluates information and data from outside sources, determines the quality of the data, and converts data to assist users

Imports, creates, reformats, and processes data to produce spatial distribution maps for various studies

Writes programs and develops user interfaces, menus, and macro-level commands to meet user needs

Coordinates the entry and validation of database records

Provides consulting services in fields such as resource development and management, environmental hazards, transportation management, regional cultural history, and urban social planning

Develops geographic information systems that may link parcel maps or orthophotos with environmental data, historic data, transportation data, and health data to produce maps or quantify information about the impacts of features on parcel ownership

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in geographic information systems analysis and design work; Graduation from an accredited four-year college or university with major course work in computer science, computer information systems, geography, geographic information system technology, management information systems, or a related field is generally preferred; Education and experience may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of terminology related to geographic information systems, including legal descriptions, cartography, engineering, construction plans, aerial photography, and orthophotography

Skill in solving problems; in testing, installing, and implementing geographic information system programs; and in troubleshooting system issues

Ability to analyze geographic information systems and procedures; to read and interpret surveys, legal descriptions, cartography, engineering documents, construction plans, aerial photography, and orthophotography; to communicate effectively; and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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- 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-33731 **Head Start** **13. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Request Approval of Application and Certificate for Payment No. 1 in the Amount of $96,089.24 submitted by Alpha Building Corp, Awarded JOC through HCDE - Choice Facility Partners; Pursuant to Action Taken by Commissioners' Court on 07.10.12 for Proposed Roof Repairs of the Palmview III Head Start Center, and as Certified by Project Engineer, Hinojosa Engineering, Inc.

BACKGROUND

Attachments

Payment No. 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 10:08 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Linda Galaviz Started On: 08/15/2012 08:34 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 21, 2012

SUBJECT: Request Approval of Application and Certificate for Payment No. 1 in the Amount of $96,089.24 submitted by Alpha Building Corp, awarded JOC Through HCDE- Choice Facility Partners; Pursuant to action taken by CC on 7-10-12 for proposed Roof Repairs of the Palmview III Head Start Center, and as certified by project engineer, Hinojosa Engineering, Inc.

RATIONALE/NEED: This is the first partial payment for the roof repair performed by Alpha Building Corporation.

RECOMMENDATION: Administration recommends approval.

COST: Building Repair & Maint: #19-5160-20-10038-505 Project funded by Settlement with Centennial Contractors Enterprises, Inc. approved by Commissioner's Court on 7-10-2012. (AI-33136) $96,089.24

RELATED INFORMATION INCLUDED: Memo/Application & Certification for Payment

* * * *

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: County of Hidalgo
1901 W. State Hwy 107
McAllen, TX 78504

PROJECT: 1240009 Hidalgo Cty HSP Roof Rep

APPLICATION NO: 00001

PERIOD TO: 7/19/2012

PROJECT NOS.:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Alpha Building Corporation
222 E. Van Buren #503
Harlingen, TX 78550

VIA ARCHITECT: County of Hidalgo
2812 So. Bus 281 & Corner of Ca
Edinburg, TEXAS 78539

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$176,683.24
2. Net change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (Line 1 ±2)	$176,683.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$96,089.24
5. RETAINAGE:	
a. 0 % of Completed Work (Columns D + E on G703)	$0.00
b. 0 % of Stored Material (Columns F on G703)	$0.00
Total Retainage (Line 5a + 5b or Total in Columns I on G703)	$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$96,089.24
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$0.00
8. CURRENT PAYMENT DUE	$96,089.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$80,594.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Alpha Building Corporation

By: _____ Date: 7-27-12

Gustavo Grajales

State of: Texas
County of: Cameron
Subscribed and sworn to before me this 27 day of July 2012

Notary Public: JHansen
My Commission expires: 10/27/15

JESSICA A. HANSEN
Notary Public, State of Texas
My Commission Expires
October 27, 2015

~~ARCHITECT'S~~ ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the ~~Architect~~ ENGINEER certifies to the Owner that to the best of the ~~Architect's~~ ENGINEER'S knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

~~ARCHITECT~~ ENGINEER: Hinojosa Engineering

By: _____ Date: 7-31-12

Albert Trevino RICARDO HINOJOSA

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00001
APPLICATION DATE:
PERIOD TO: 7/19/2012
ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000010	Mobilization	$500.00	$0.00	$125.00	$0.00	$125.00	25.000	$375.00	$0.00
0000020	General Superintendant	$7,500.00	$0.00	$2,250.00	$0.00	$2,250.00	30.000	$5,250.00	$0.00
0000030	Bond	$4,684.24	$0.00	$4,684.24	$0.00	$4,684.24	100.000	$0.00	$0.00
0000040	Temp Toilets	$600.00	$0.00	$180.00	$0.00	$180.00	30.000	$420.00	$0.00
0000050	Container	$3,000.00	$0.00	$900.00	$0.00	$900.00	30.000	$2,100.00	$0.00
0000060	Clean Up	$2,500.00	$0.00	$1,250.00	$0.00	$1,250.00	50.000	$1,250.00	$0.00
0000070	Equipment	$6,500.00	$0.00	$3,250.00	$0.00	$3,250.00	50.000	$3,250.00	$0.00
0000080	Demo Existing Fire Alarm	$950.00	$0.00	$950.00	$0.00	$950.00	100.000	$0.00	$0.00
0000090	Demo Existing Electrical	$4,500.00	$0.00	$4,500.00	$0.00	$4,500.00	100.000	$0.00	$0.00
0000100	Demo Interior Sheetrock	$3,500.00	$0.00	$3,500.00	$0.00	$3,500.00	100.000	$0.00	$0.00
0000110	Demo Existing Roof System	$11,500.00	$0.00	$11,500.00	$0.00	$11,500.00	100.000	$0.00	$0.00
0000120	Roof System Materials	$45,000.00	$0.00	$45,000.00	$0.00	$45,000.00	100.000	$0.00	$0.00
0000130	Install Trusses/Bracing/Decking/Soffit/Shingles	$45,000.00	$0.00	$18,000.00	$0.00	$18,000.00	40.000	$27,000.00	$0.00
0000140	Install Interior Ceiling 1X4/insulation/Gypsum E	$18,500.00	$0.00	$0.00	$0.00	$0.00	0	$18,500.00	$0.00
0000150	Tape, float and paint	$15,139.00	$0.00	$0.00	$0.00	$0.00	0	$15,139.00	$0.00
0000160	Install Electrical Lighting	$3,500.00	$0.00	$0.00	$0.00	$0.00	0	$3,500.00	$0.00
0000170	Install Fire Alarm	$810.00	$0.00	$0.00	$0.00	$0.00	0	$810.00	$0.00
0000180	Paint Exterior	$1,200.00	$0.00	$0.00	$0.00	$0.00	0	$1,200.00	$0.00
0000190	Duct Work	$1,500.00	$0.00	$0.00	$0.00	$0.00	0	$1,500.00	$0.00
0000200	Plumbing	$300.00	$0.00	$0.00	$0.00	$0.00	0	$300.00	$0.00
		$176,683.24	$0.00	$96,089.24	$0.00	$96,089.24	54.39%	$80,594.00	$0.00

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AI-33699 **Head Start 13. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Child Abuse and Neglect Policy

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Child Abuse Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 11:02 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 15, 2012

SUBJECT: Discussion/Approval of Child Abuse and Neglect Policy

RATIONALE/NEED: This policy was amended to meet Child Care Licensing requirements.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Child Abuse and Neglect Policy

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

AI-33698 **Head Start 13. C.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Bid Award and Contract to Lowest Bidder Meeting all Specifications for Bid #2012-019-05-31: Air Conditioning Maintenance & Repair

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Air Conditioning

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 10:58 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 15, 2012

SUBJECT: Discussion/Approval of Bid Award and Contract to Lowest Bidder Meeting All Specifications for Bid #2012-019-05-31: Air Conditioning Maintenance & Repair

RATIONALE/NEED: To secure contract to continue air conditioning and maintenance to all the Head Start facilities.

RECOMMENDATION: Administration recommends approval of bid awards to:

(1) Air Conditioning Maintenance & Repair
Roberto Ontiveros, DBA, JR Electric & AC

COST: Head Start funds for this project are available.
Equipment Repair: Account 19-5505-20-10000-505

RELATED INFORMATION INCLUDED: Bid Tabulation/Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director AT

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **MAY 31, 2012** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"AIR CONDITIONING REPAIRS"**

BID NUMBER 2012-019-05-31

BID # RFB#	NAME OF COMPANY	CONTRACTOR'S PRICE PER HOUR	CONTRACTOR'S MARK-UP %	
#1	AUSTIN AIR	**$38.00 / HOUR**	**5% MARK-UP**	
#2	HECTOR BECERRA	**$45.00 / HOUR**	**15% MARK-UP**	
#3	ROBERTO ONTIVEROS DBA JR ELECTRIC & AC	**$29.00 / HOUR**	**10% MARK-UP**	
#4	WYE DELTA	**$85.00 / HOUR**	**35% MARK-UP**	

CONTRACT FOR SERVICES
C-12-019-08-22

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 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 Roberto Ontiveros dba JR Electric. (hereinafter "Contractor")

WITNESSETH:

WHEREAS, Program requires certain services which Contractor is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Contractor 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 used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Contractor; and

WHEREAS, the Contractor will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Contractor and Program agree as follows:

A. 1. Contractor represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Program of such suspension or revocation.

2. The term of this Contract shall commence on September 1st, 2012, and terminate August 31st, 2013. The term may be extended for an additional one (1) year by mutual agreement of the parties hereto on the same terms and conditions.

3. The Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Contractor shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

4. As consideration for the above and foregoing, the Contractor shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
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 shall

submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Contractor shall be compensated based on the Program's fee schedule, a copy of which is attached on Exhibit "B" attached hereto.

5. The Contractor must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Contractor represents and maintains that he is an independent contractor and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Contractor agrees to be responsible for any and all taxes included but not limited to federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

6. The Program and the Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

Roberto Ontiveros
DBA JR Electric
100 Miller Avenue Apt. A
Mission, TX 78572-5442

7. Contractor agrees to provide general liability, premises liability and auto liability insurance covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the Contractor may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Contractor'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 Contractor shall provide adequate evidence that such persons are the Contractor's employees.

C. The Contractor will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless 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 or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Contractor's or that of any person providing services hereunder through or for Contractor. Upon written notice from the County and the Program,

Contractor will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

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 at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to 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. Contractor 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 contractors.

I. Contractor 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.

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.

CONTRACTOR:

BY: _____
Roberto Ontiveros

_____
JR Electric

_____
(Owner)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

BY:_____
Stephen L. Crain

EXHIBIT A

SPECIFICATIONS

HIDALGO COUTNY HEAD START PROGRAM
AIR CONDITIONING SERVICE

EXHIBIT A

Description of Services

The following work is required on an as needed basis on the following (but not limited to) equipment; wall pack units, window units, Central Air/Heat Systems.

Cleaning all components, removing dust, old lubricants or contaminants to allow Equipment to function as designed.

Overhaul equipment and devices not in proper working order.

Replace equipment, devices, system, compressors, or components not in proper working order.

Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with en-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable.

One additional telephone number of someone within the company management structure shall also be given. The additional number is not to be used unless there has been no response to emergency calls within (2) hours.

Exhibit A, Description of services (Cont.)

(d) Emergency service request may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Part – Price
7. Purchase Order
8. Confirmation Signature form Center Director

EXHIBIT B

FEE SCHEDULE

HIDALGO COUNTY HEAD START PROGRAM
AIR COINDITIONING SERVICE

EXHIBIT B

FEE SCHEDULE

$29.00 (Twenty nine dollars) / per hour.

10% (10 percent) Mark up

EXHIBIT C

INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2012

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		
956-787-8844	956-787-0942	
PAUL TOWNSEND TEXAS FARM BUREAU INS CO PO BOX 1699 PHARR, TX 78577		

CONTACT NAME:	PAUL TOWNSEND	
PHONE (A/C, No, Ext): 956-787-8844	FAX (A/C, No): 956-787-0942	
E-MAIL ADDRESS: PTOWNSEND@TXFB-INS.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :		
INSURER B :		
INSURER C : TEXAS FARM BUREAU INS CO		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

ROBERTO ONTIVEROS
DBA JR ELECTRIC
100 MILLER AVENUE APT A
MISSION, TX 78572-5442

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
C	AUTOMOBILE LIABILITY	✓		BINDER	07/31/2012	07/31/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ 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)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

AIR CONDITIONING MAINTENANCE & REPAIR

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART
1901 W STATE HWY 107
MCALLEN, TX 78504
(FAX) 956-380-2588

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): 7/27/2012

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

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

PRODUCER (956)787-4989
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JAMES E. CAPT
PHONE (A/C, No, Ext): (956)787-4989 Ext. FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: james@captinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MAXUM INDEMNITY COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ROBERTO ONTIVEROS
DBA JR ELECTRIC
100 MILLER AVENUE APT. A
MISSION, TX 78572-5442

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 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			BDG0062964-01	02/23/12	02/23/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 300,000 $ 100,000. $ 5,000. $ 300,000 $ 600,000 $ 600,000
	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)	$ $ $ $
	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: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001239438	06/21/12	06/21/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART
1901 W STATE HWY 107

MCALLEN TX 78504

(FAX) 956-380-2588

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-33697 **Head Start 13. D.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Contract for Services for Plumbing Maintenance and Repairs with Mike's Plumbing and Electrical, Inc.

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Plumbing Repairs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 10:55 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 15, 2012

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Contract for Services for Plumbing Maintenance & Repairs with Mike's Plumbing & Electrical, Inc.

RATIONALE/NEED: An extension is needed to continue to provide plumbing services as needed to all Head Start facilities.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available.
Maintenance: Account 19-5156-20-10000-505

RELATED INFORMATION INCLUDED: Contract Extension

* * * *

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Contract for Services Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Contract for Services for one (1) additional year as stated in the existing contract dated September 1st, 2012 between Hidalgo County and Mike's Plumbing & Electrical, Inc., for Plumbing services. (The "Original Contract for Services").

If Mike's Plumbing & Electrical, Inc., agrees to this one (1) year extension of the Original Contract for Services under the existing terms and conditions, please have the authorized individual sign this Contract Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE F, Contract Extension, of the Original Contract.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be September 1st, 2012 through August 31st, 2013. The Original Contract is extended for a period of one (1) year with all conditions.

Provider: Mike's Plumbing & Electrical, Inc.,
3401 N. Jackson Rd.
Pharr, TX 78577

Authorized Official:

BY: _____
Title: _____
Date: _____

Hidalgo County Head Start Program

By: _____

Teresa Flores, Executive Director

By: _____

Ramon Garcia, County Judge

By: _____

Arturo Guajardo Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____

Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program
Procurement Department

July 31, 2012

Kris Losoya
Mike's Plumbing & Electrical, Inc.
3104 N. Jackson Rd.
Pharr, TX 78577

Via Fax (956)994-3130
Email customercare@mikespne.com

RE: Extension for Plumbing Services.

Dear Mr. Losoya

Hidalgo County Head Start Program will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 21, 2012 discussion, consideration and action, by signing below and returning to the Hidalgo County Head Start Program Procurement Department, by no later than Wednesday, August 1, 2012 via facsimile to (956) 381-0439 or email to: angelica.salinas@hchsp.org, so as to meet the agenda request form deadlines.

By: KRIS LOSOYA K. Losoya Date: 7-31-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact the Procurement department at (956) 380-4150. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County Head Start Program.

Sincerely,

Ambrosio Tovar
Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program

xc: file

07/31/2012 09:23 9569943130 MIKESPE #1004 P.002/003
JUL-31-2012 09:02 HCHSP PROCUREMENT

MIKES-4 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/12

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
Karla Lofton
956-682-2841
956-630-4015

CONTACT NAME: Jannet Castaneda
PHONE (A/C, No, Ext): 956-682-2841
FAX (A/C, No): 956-630-4015
E-MAIL ADDRESS: jcastaneda@swkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Union Standard Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mike's Plumbing & Electrical Inc.
P.O. Box 3285
McAllen, TX 78502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CPA4595976	07/18/12	07/18/13	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 $ 300,000 $ 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)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

ERTIFICATE HOLDER

HIDALMC

Hidalgo County Head Start Program
1901 W State Hwy 107
McAllen, TX 78504

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
Karla Lofton

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2012

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

PRODUCER	CONTACT NAME:	
First Cardinal of Texas (a DKMellan LLC Company) 1431 Greenway Drive, Suite 520 Irving, TX 75038	PHONE (A/C, No, Ext): 469-713-5360	FAX (A/C, No): 469-7135389
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mike's Plumbing & Electrical, Inc. PO Box 3285 McAllen,TX 78502	INSURER A : The CompPAC Trust of Texas	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		CMP00022-12	01/01/12	01/01/13	☑ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Hildalgo County Head Start Program PO Box 117 Edinburg,TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMBER AGREEMENT PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2012

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PRODUCER: STATE FARM INSURANCE ROBERT R ELIZALDE 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: Iliana Perez PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: ILIANA@ROBERTELIZALDE.COM
INSURED: MIKE'S PLUMBING & ELECTRICAL, INC 3104 N JACKSON RD PHARR, TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
	Primary and Non-Contributory						PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			077 0797	04/07/2012	04/07/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N 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 HEADSTART PROGRAM
PO BOX 117
EDINBURG, TX 78540

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

Iliana Perez

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AI-33695 **Head Start 13. E.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Extend Interlocal Agreement with the South Texas Cooperative Through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Region One

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 10:52 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 15, 2012

SUBJECT: Discussion/Approval to Extend Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services.

RATIONALE/NEED: The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: $1,400,000 Year

RELATED INFORMATION INCLUDED: Memo/Participant Info

* * * *

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
Gilbert Siva, Interim Child Nutrition Director

DATE: August 6, 2012

SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for another year. This inter-local agreement was originally signed and approve on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money.

This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

The inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to extend this inter-local agreement.

Should you have any questions please let us know. Thank you.



South Texas Cooperative

- Welcome
- SY13 Awarded Bids & Proposals
- SY12 Awarded Bids & Proposals
- Contacts
- Forms
- Links
- Resources
- Food Service Product Expo

Region One ESC welcomes you to the Child Nutrition Program-South Texas Cooperative (CNP-STC). Thank you for your interest and desire to do business with us!

The South Texas Cooperative was established on September 8, 1999, and continues to play an integral part in achieving healthy school meals and efficient business practices by ensuring high quality, customer satisfying, cost effective food and supplies for its members. The primary focus of the CNP-STC is to assist participating members in the administration of a fiscally sound Child Nutrition Program, and compliance with bid law requirements. The CNP-STC acts as a coordinating center for all bids/proposals; authority for such services is granted by section 8.053 of the Texas Education Code.

The South Texas Cooperative administers approximately fifteen (15) food service related bids and proposals, to meet the needs of school district Child Nutrition Programs. These proposals are advertised in local newspapers and posted on our Web site. Click here to view current bid opportunities!

- **Competitive Procurement**
  - ***Bids & Proposals***
    - Bread & Tortilla Products
    - Cafeteria Dining Decor
    - Dairy & Juice Products
    - Dispensed Products
    - Discounted Warehouse Proposal
    - Equipment & Small Kitchen Wares
    - Facility, Linen & Uniform Services
    - Food Service Full Line Items
    - Frozen Dessert Products
    - Janitorial Supplies & Paper/Plastic Products
    - Processing of USDA Foods
    - Removal of Grease from Traps & Barrels
    - Special & Opportunity Buys
    - Uniforms & Marketing Items
    - Wireless Temperature Monitoring Systems

Processing of USDA Foods
CNP-STC consolidates further processing requests of USDA Food allocations for its members. Small or medium sized schools could not do this on their own because further processing requests must be done in truckload quantities. By aggregating the members further processing requests through the CNP-STC, all schools, regardless of size, are provided the opportunity to take advantage of this valuable service.

CNP-STC Food Service Product Expo 2013
The South Texas Cooperative will host its next Processing Forum and Food Service Product Expo on October 16-17, 2013 at the South Padre Island Convention Centre. The Processing Forum provides manufacturers the opportunity to present further processed USDA food items available to school district CNP personnel. The Food Service Product Expo anticipates approximately 400 students and district staff in attendance to see and savor various products and equipment geared towards Child Nutrition Programs from over 120 different vendors. Please take a moment to visit our photo gallery.

Last Modified on September 8, 2006

Region One Education Service Center - 1900 W. Schunior - Edinburg, Texas 78541 - Phone: (956) 984-6000 Fax: (956) 984-7655

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AI-33722 **Right of Way 14. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization to accept donation of Right of Way Deed from Desarrollo del Rancho La Gloria on FM 681.

BACKGROUND

Attachments

ROW Deed- La Gloria Ranch

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 07:57 AM
Olga Garza	Olga Garza	08/17/2012 02:53 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Rebecca Gomez Started On: 08/14/2012 04:03 PM

Final Approval Date: 08/17/2012

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

La Gloria Ranch Landfill Project
DONATION
RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, I/We, Desarrollo del Rancho La Gloria TX LP, a Texas Limited Partnership, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder. County of Hidalgo hereby acknowledges and agrees that notwithstanding anything to the contrary set forth in this Deed, the conveyance of the premises described herein is made and accepted on an "as is, where is" basis, with no representations or warranties of any kind whatsoever.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantor does hereby bind himself, his heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 27th day of February, 2012.

Desarrollo del Rancho La Gloria TX, LP,
a Texas limited partnership

By: **Allied Waste Landfill Holdings, Inc.,**
a Delaware corporation
General Partner

By: _____
Robert Boucher, Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Robert Boucher, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of February, 2012.

TRINA M. HLAVATY
MY COMMISSION EXPIRES
April 14, 2016

Trina M. Hlavaty
Notary Public, State of Texas

AMBIOTEC GROUP
5420 Paredes Line Road
Brownsville, Texas 78526
(956) 548-9333 Fax (956) 548-9399

November 28, 2011
Project No. 3161

METES AND BOUNDS DESCRIPTION
OF A
0.55 ACRE TRACT

Being a 0.55 acre tract of land, more or less, out of Section 215, Texas Mexico Railway Survey of Sections 203, 205, 206, 207, 208, 209, 213, 214, 216, 217 and 219 as recorded in Volume 7, Page 11 of the Map Records of Hidalgo County, Texas. Said 0.55 acre tract further being out of a 2071.55 acre tract conveyed to Desarrollo Del Rancho La Gloria TX, LP as recorded in Document #2008-1843652 of the Deed Records of Hidalgo County, Texas. Said 0.55 acre tract being more particularly located and described as follows:

Beginning at a concrete monument found in the Easternmost Southeast corner of said 2071.55 acre tract, same being the Northeast corner of Moore Field Subdivision as recorded in Volume 9, Page 22 of the Map Records of Hidalgo County, Texas, said corner being in the East line of said Section 215, same being West right-of-way line of Farm-to-Market Road 681 (existing 100 ft right-of-way), said corner being the Southeast corner of this 0.55 acre tract;

Thence, with the South line of said 2071.55 acre tract, same being the North line of said Moore Field Subdivision, North 81 degrees 02 minutes 20 seconds West, a distance of 20.00 feet to a one-half inch iron pin with a yellow plastic cap stamped "AMBIOTEC RPLS 5914" set, for the Southwest corner of this 0.55 acre tract;

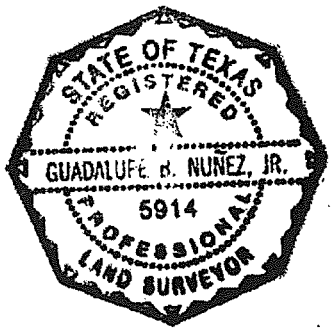
Thence, with a line parallel to and a distance of 20.00 feet perpendicular from the East line of said 2071.55 acre tract, same being the East line of said Section 215, same being the West right-of-way line of said Farm-to-Market Road 681, North 09 degrees 12 minutes 00 seconds East, a distance of 1190.08 feet to a one-half inch iron pin with a yellow plastic cap stamped "AMBIOTEC RPLS 5914" set, for the Northwest corner of this 0.55 acre tract;

Thence, South 80 degrees 48 minutes 00 seconds East, a distance of 20.00 feet to a one-half inch iron pin with a yellow plastic cap stamped "AMBIOTEC RPLS 5914" set in the East line of said 2071.55 acre tract, same being the East line of said Section 215, same being the West right-of-way line of said Farm-to-Market Road 681, for the Northeast corner of this 0.55 acre tract;

Thence, with the East line of said 2071.55 acre tract, same being the East line of said Section 215, same being the West right-of-way line of said Farm-to-Market Road 681, South 09 degrees 12 minutes 00 seconds West, a distance of 1190.00 feet, to the Point of Beginning;

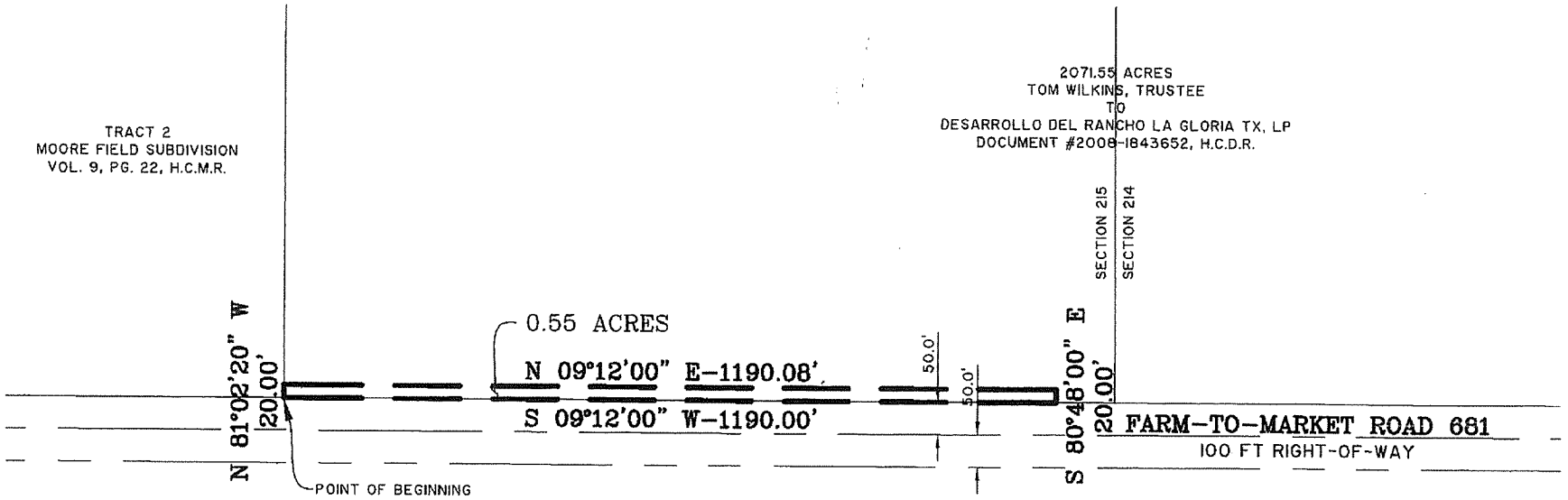
Said described tract containing 0.55 acres, more or less.

Guadalupe B. Nuñez Jr.
Registered Professional Land Surveyor No. 5914



11/28/11

G:\3161 - C.E.C. Inc. (La Gloria Landfill)\3161 Dwg Survey\dwg\3161 Survey.dwg





GRAPHIC SCALE

200 0 100 200 400

(IN FEET)
1 inch = 200 feet

EXHIBIT OF

A 0.55 ACRE TRACT OF LAND, MORE OR LESS, OUT OF SECTION 215, TEXAS MEXICO RAILWAY SURVEY OF SECTIONS 203, 205, 206, 207, 208, 209, 213, 214, 216, 217 AND 219 AS RECORDED IN VOLUME 7, PAGE 11 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 0.55 ACRE TRACT FURTHER BEING OUT OF A 2071.55 ACRE TRACT CONVEYED TO DESARROLLO DEL RANCHO LA GLORIA TX, LP AS RECORDED IN DOCUMENT #2008-1843652 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS.

AMBIOTEC
CIVIL ENGINEERING GROUP, INC.
6420 Paredes Line Road (956)548-9333
Brownsville, Texas 78526 Fax (956)548-9399
PROJ. #3161
Drawn by: JOE HERNANDEZ

JOSE N. PEÑA
Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMO

TO: **Hidalgo County Purchasing Dept.**
Attn: Asset Manager

FROM: **Joe Pena**
Director
Right of Way Dept.

DATE: **August 15, 2012**

SUBJECT: **FM 681 Road**
Desarrollo Del Rancho La Gloria, LP
Right of Way Donation

Based on properties appraised in the surrounding area, the value of the property being donated for the above-mentioned parcel is approximately $ 1,650.00.
(0.55 acres x $3,000.00 per acre = $1,650.00)

Should you have any questions or need additional information please feel free to call.

Thanks,
Joe Pena

jose

From: Mehevec, Adam [amehevec@cecinc.com]
Sent: Wednesday, August 15, 2012 1:38 PM
To: jose
Subject: RE: ROW dedication for new landfill facility on FM 681 north of Moorefield

Joe-
We paid right at $3,000/acre back in 2006. If I assume that all the acreage is equal the value for the 0.55 acre donation is $1,650. I'm sure since this parcel has frontage on the highway it would be more valuable, but I don't have any way to come up with that number.
Take Care,
Adam

Adam W. Mehevec, P.E. / Project Manager
Civil & Environmental Consultants, Inc.
206 Wild Basin Road · Wild Basin A, Suite 240 · Austin, TX 78746
Toll Free: 855-365-2324 · Local: 512-329-0006 · Fax: 512-329-0096
Mobile: 512-587-4475 · http://www.cecinc.com
Senior Leadership · Integrated Services · Personal Business Relationships

AI-33716 **Right of Way 14. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and Approval to purchase a certain tract of land also known as Parcel 8 for the South McColl Road Project. (Pct. 2)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-122-028-0-711

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

BUDGETARY IMPACT:

Pct. 2 Project (Pending emergency transfer that will be processed on Monday 8/20/12)

Attachments

Parcel 8- S. McColl Road

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 03:13 PM
Olga Garza	Olga Garza	08/17/2012 04:48 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Rebecca Gomez Started On: 08/14/2012 01:08 PM

Final Approval Date: 08/17/2012

COUNTY of HIDALGO
Precinct No. 2



Hector "Tito" Palacios
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Lupe Rodriguez
Right Of Way A-
+-gent

DATE: August 13, 2012

RE: South McColl Road Project (Parcel 8)
Francisco Castro, Juan Contreras, Moises Castro and Jesus A. Contreras

---

Attached, please find an appraisal on the above mentioned parcel for the South McColl Road Project. Included is the letter of offer, a Counter Offer letter provided by the property owner and a letter of approval from TXDOT for payment.

Please approve for closing.

Appraised Value:	$ 1,905.00
Counter offer:	$ 2,500.00
Difference:	$ 595.00

Approved: 8/14/12

Not Approved: _____

Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

14 de mayo de 2012

A Quien Corresponda,

Por medio de lo presente le notificamos que no estamos de acuerdo con lo que sugieren pagar. En lo que estamos de acuerdo es la cantidad de $2,500.00.

Atentamente:

Francisco Cortes

May 14, 2012

To Whom It May Concern:

This notice is to inform you that we are not in agreement with the suggested amount. In what we are in agreement is with the amount of $2,500.00.

Sincerely,

Francisco Cortes

Approved by TXDOT 6/15/2012

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the western side of South McColl Road, south of Whalen Road, Hidalgo County, Texas.	District: Pharr
Property Owner: Francisco Castro, Juan Contreras, Pedro Huerta Jr., and Moises Castro	ROW CSJ: 0921-02-288
Address of Property Owner: 157 West Siesta Street, Pharr, Texas 78577	Parcel: 8
Occupant's Name: Vacant	Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition	Highway: South McColl Road — County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $1,905.00 as of September 15, 2011, based upon my independent appraisal and the exercise of my professional judgment; on September 15, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Francisco Castro, Juan Contreras, Pedro Huerta Jr., and Moises Castro, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15, 2011 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

January 9, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser — Date 1-19-12

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of the existing road right-of-way of South McColl Road. The intended use of the report is to assist Lupe Rodriguez, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the Hidalgo County Precinct No. 2. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 9/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Lupe Rodriguez shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Rodriguez has a local office located at 301 E. State Street, Pharr, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order number 662245 dated August 16, 2011 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas.

Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. The office of Leonel Garza Jr. & Associates has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Creating Leonel Garza Jr. & Associates LLC, Leonel Garza III specialized in right-of-way acquisition field for over 13 years. Various right-of-way projects have been performed in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County.

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along South McColl Road and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired in the name of the Hidalgo County Precinct No. 2. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through the Texas Department of Transportation Relocation Program. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of January 4, 2012. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the western frontage of South McColl Road, south of Whalen Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 7.46 acre tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated April 13, 2011 and revised April 29, 2011. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 35.55 acre to 92.61 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the part to be acquired.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.45 acres. The proposed acquisition has approximately 320.15 lineal feet of frontage along the western side of South McColl Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as an agricultural use tract of land. The highest and best use is based on the local market trends along South McColl, and resrictions set forth by the International Boundary & Water Commission. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	**0.45**	**Acres**
	19,062	**Square Feet**

Legal Description: Part To Be Acquired

Being a 0.45 of an acre of land out of a 7.46-acre tract out of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County Texas, as per map recorded in Volume 8, Pages 114-115, Deed Records of Hidalgo County, Texas

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

The property tax assessment was reviewed online via the Hidalgo County Appraisal District Website, www.hidalgoad.org. A review of the information provided on the website indicated various owners of land located within Lot 2. Block 21 of the Steel Pershing Subdivision. However, at the time of the appraisal, a tax account matching the property could not be located. Further review of the Hidalgo County Appraisal District is necessary to verify property tax data.

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. However, the subject is located within a floodway system. This system is activated during times of severe weather conditions of which have occurred in recent years. The development within the floodway is not permitted. Comparables located in similar locations have been selected for the subjects analysis. Based on the off-site visit of the site, this appraiser has made the hypothetical condition and extraordinary assumption that the subject property has not experienced any other adverse environmental issues of which may influence its marketability and or value. This appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located in a region with limited utilities available. This limited availability is due to restrictions set for by the International Boundary and Water Commission Floodway, and due to the relative location of nearby municipal utilities. As per conversation with a City of McAllen Public Utilities Associate the City of McAllen utilities end at Orangewood Drive, which is the northern project line. Ruben Puente (956-239-3314) of the City of Hidalgo, indicated the cities utilities end along the southern line of Dicker Road, the southern project line. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

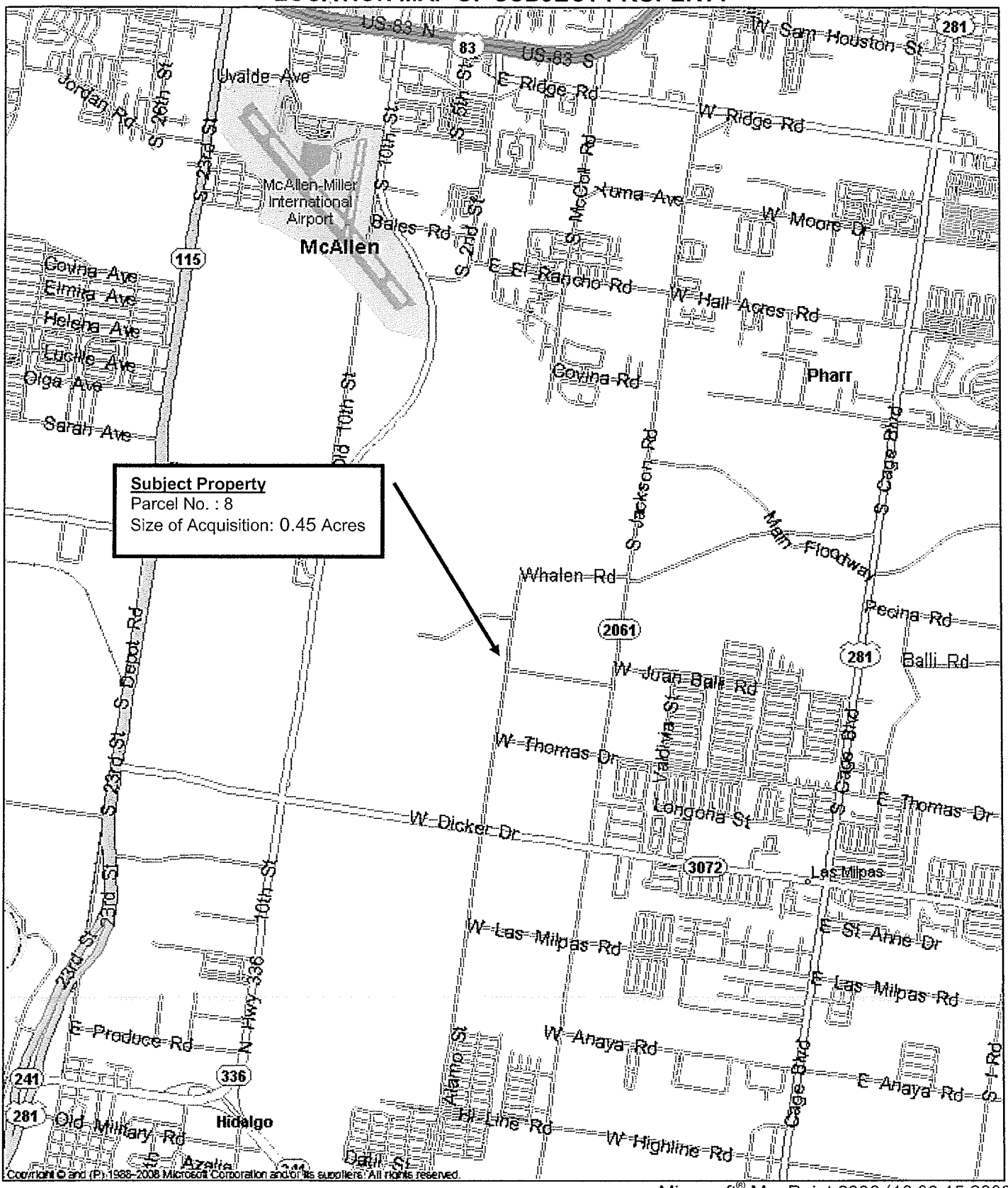
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

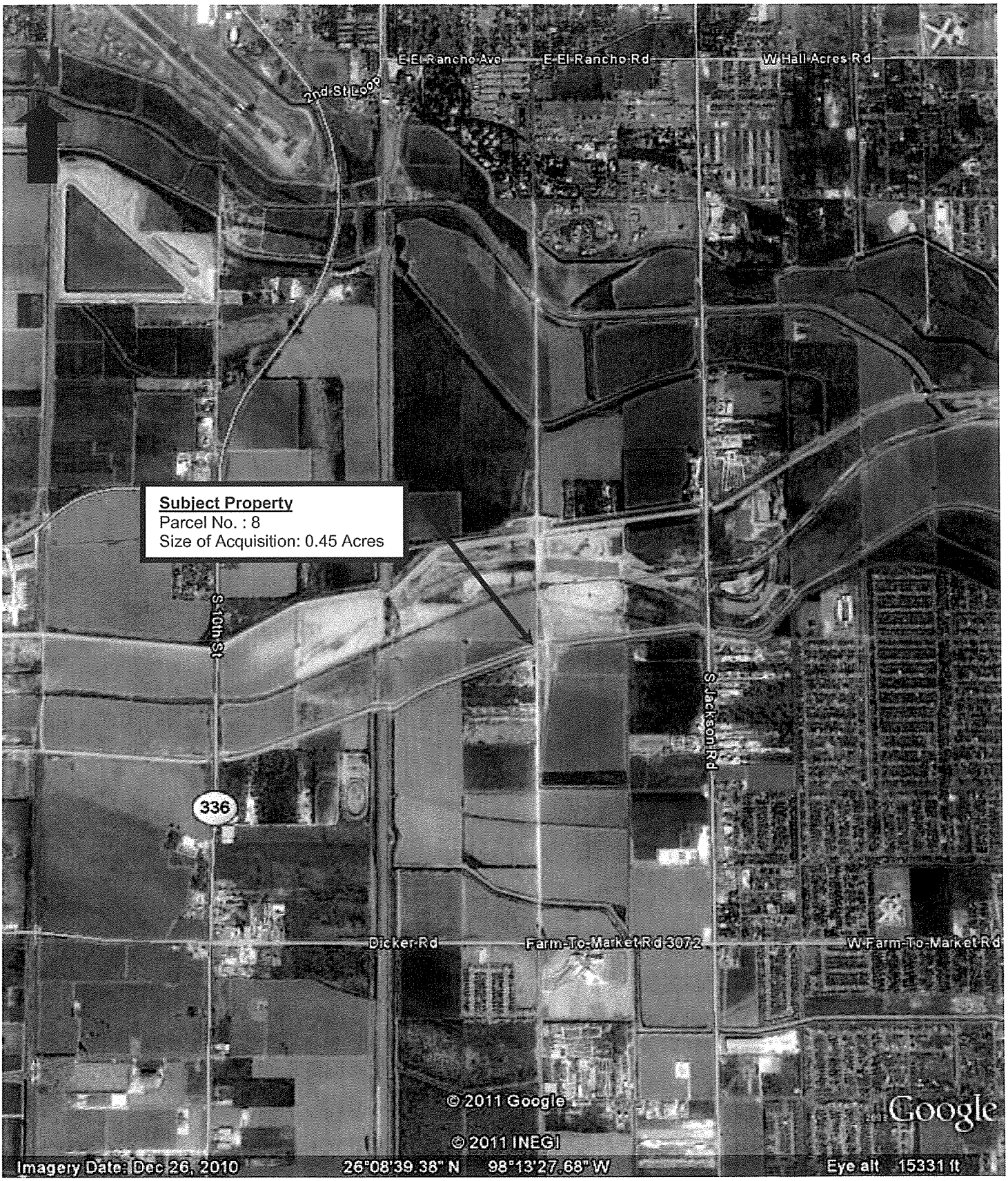
LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2006 (13.00.15.2800)

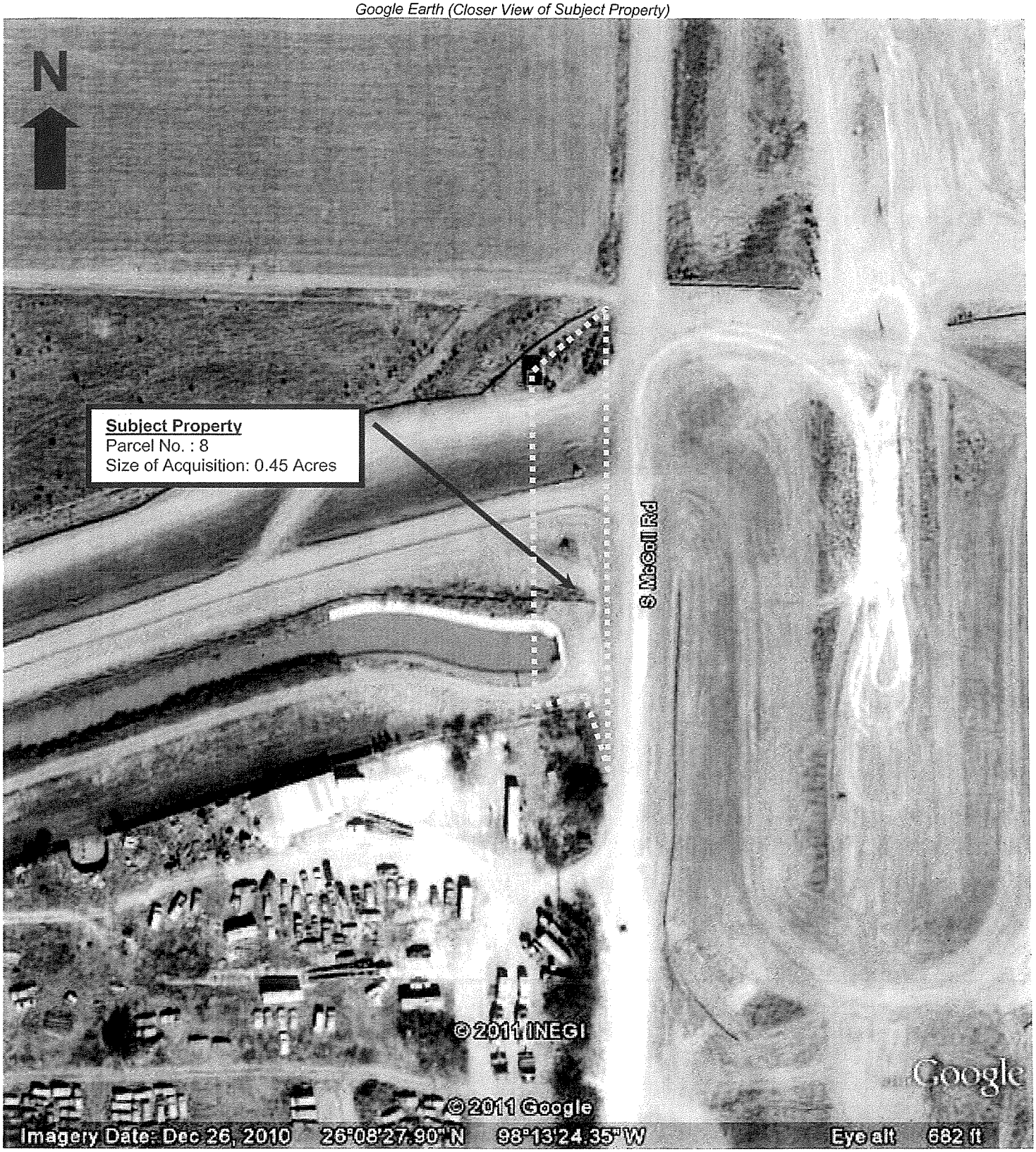
AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

Google Earth (Closer View of Subject Property)



NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

X

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 3)

COUNTY: HIDALGO

Eng03.024B
March 31, 2011

HIGHWAY: South McColl Road

Sheet 1 of 3

PROJECT LIMITS: Dicker Road to Orangewood Drive

RCSJ: 0921-02-288
CCSJ: 0921-02-171

EXHIBIT - A
FIELD NOTES FOR PARCEL – 8

Being a 0.45 of an acre of land out of a 7.46-acre tract out of of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as recorded in Volume 8, Pages 114~115, Deed Records, Hidalgo County of Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E. Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 11, 1998, and recorded in Document No. 690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta Jr., and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-ares of land conveyed to Celedonio Luna Jr. and wife, Martha Elva Luna, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 679177, Official Records of Hidalgo County, Texas, A tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 683982, Official Records Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set at the Southwest corner of Lot 2, Block 21, Steele and Pershing Subdivision; **Thence**, South 81 degrees 20 minutes 13 seconds East, with the South line of Lot 2, Block 21, a distance of 1320.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence** North 08 degrees 39 minutes 47 seconds East, with the East line of Lot 2, Block 21, a distance of 961.92 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence**, North 81 degrees 20 minutes 13 seconds West, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the existing West Right of Way line of South McColl Road for the Southeast corner of this tract of land and **POINT OF BEGINNING**; having surface coordinates of N: 16575909.05 and E: 1074997.01 All bearings and coordinates are based on the State Plane Coordinates 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**, North 19 degrees 25 minutes 50 seconds West, with the Proposed West Right of Way line of said South McColl Road, a distance of 63.70 feet to a No. 4 rebar set for an interior corner of this tract of land;

2. **THENCE**, South 80 degrees 06 minutes 51 seconds West, with the Proposed South Right of Way line of said South McColl Road, a distance of 45.87 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Southwest corner of this tract of land;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 3)

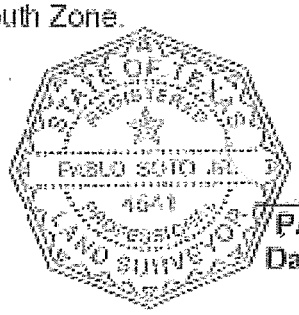
PARCEL 8
Sheet 2 of 3

3. **THENCE**, North 08 degrees 39 minutes 47 seconds East, continuing with the Proposed West Right of Way line of said South McColl Road, a distance of 251.43 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") for the Northwest corner of this tract of land;

4. **THENCE**, North 78 degrees 24 minutes 38 seconds East, with the Proposed North Right of Way line of said South McColl Road, a distance of 78.33 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") at the existing West Right of Way line of said South McColl Road for the Northeast corner of this tract of land;

5. **THENCE**, South 08 degrees 39 minutes 47 seconds West, with the existing West Right of Way line of said South McColl Road, a distance of 320.15 feet to the POINT OF BEGINNING and containing 0.45 of an acre of land more or less

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.



PABLO SOTO, Jr. – R.P.L.S. No. 4541
Date: 04-13-2011

Revised: 9/29/11

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)

AI-33704 **Colonia Access Program 15. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Round III Funding Agreement for Border Colonia Access Program Amendment #7. The amendment extends the contract period to August 28, 2013 and completion of construction projects until August 28, 2014.

BACKGROUND

Attachments

Funding Agreement for Border Colonia Access Program Amendment No.7

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/13/2012 03:55 PM
Erika Zamora	Erika Zamora	08/17/2012 04:38 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Marcie Jackson Started On: 08/13/2012 02:17 PM

Final Approval Date: 08/17/2012

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT #7

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

W I T N E S S E T H

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 – amended on the 15th day of January 2009, on the 17th day of March 2010, on the 13th day of August 2010, on the 20th day of June 2011, on the 1st day of November 2011 and on the 21st day of March 2012 – to effectuate their agreement to establish a transportation program to construct access roads in the County; and,

WHEREAS, it has become necessary to extend that contract in order to utilize existing funding; and,

WHEREAS, it has become necessary to extend that contract; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Item:

Article 3, Schedule, is voided in its entirety and replaced with the following:
Upon final execution of this Agreement, the County shall submit to the State a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures. If the County does not let the construction contract within five (5) years of the execution of this Agreement or complete the Project within six (6) years of the execution of this Agreement, this Agreement will be terminated in accordance with the provisions of Article 9, Termination.

Article 9.c. is voided in its entirety and replaced with the following:
Project is not let within five (5) years of the original execution of this agreement, or the Project is not completed within six (6) years of the original execution of this agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

_____
Hidalgo County

By:_____
Honorable Ramon Garcia

_____
Printed Name

_____
County Judge

_____
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____
Cathy T. Floyd, CPA

South Regional Support Center Director

_____
Date

AI-33589 **Precinct #1 16. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Commissioner Joel Quintanilla **Submitted By:** Noe Montes, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to pay Invoice #9367347 (PO #677111) in the amount of $209.95 from McCoy's Building Supply with authority for Co. Treasurer to issue check after review and audit procedures have been completed by the Co. Auditor.

BACKGROUND

This invoice is encumbered through req#217979 & PO 677111 for fencing supplies needed to replace fence that was removed by the Pct. 1 Drainage Department on an easment inside a property line in the Olympia Subdivision. As a result of removing fence for storm drain improvements the fencing materials were corroded and unable to reuse.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-005-0-671

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

BUDGETARY IMPACT:

PO #677111 for McCoy's Building Supply - Amount available as of 8-16-12 $209.95.

Attachments

McCoys Building

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/06/2012 11:16 AM
Ivan Cantu	Ivan Cantu	08/17/2012 01:14 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Noe Montes Started On: 08/06/2012 10:02 AM

Final Approval Date: 08/17/2012

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: *www.co.hidalgo.tx.us/auditor*

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 07/18/2012

TO: Noe Montez / Jorge Flores / Robert Elizondo **DEPARTMENT:** (121) COMMISSIONER, PRECINCT 1

FROM: Esther Perez **PHONE:** (956)-318-2511 ext 4648

REFERENCE: MCCOY'S BUILDING SUPPLY CENTER Invoice #9367347

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9367347*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT #** **AVAILABLE $**
- ☑ **NEEDS APPROVAL OF: As per Arcy this invoice needs commissioners court approval to process payment. Please place on agenda as soon as possible. Resubmit after invoice has gone thru commissioners court and approved.** (Part of easement)
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☐ **COMMENTS / RECOMMENDATION:**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

McCOY'S
BUILDING SUPPLY

CUSTOMER REMITTANCE NUMBER

CUST

SHIP TO

Selling Store:
Salesperson:

Terms:
Tax ID #:

Our Order #:
P.O. #:

STORE CODE	ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	U/M		EXTENDED PRICE	TAX

PCT. # 1
ROAD & BRIDGE
2 -1200-431-00-121-005-0-623
677111 / R448

INVOICE RECEIVED BY
Jorge Flores ON 7-2-12
GOODS/SERVICES RECEIVED BY
Mike Hansen 6-27-12

Sub-total	Tax %	Tax	TOTAL

FOR INTERNAL USE ONLY
093 -352558

Thank You for shopping at McCoy's

RECEIVED BY
2012 JUL 10 PM 1:11

COUNTY of HIDALGO

June 15, 2012

JOEL QUINTANILLA

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

To Whom It May Concern:

Pct. 1 drainage department is requesting a purchase order for a fence to be replaced that was removed on an easement inside a property line in the Olympic Subdivision located in Mercedes, Texas. Within this easement from the front to the rear approximately 130 linear feet; we placed a drain pipe to help drain the subdivision. Attached is the documentation list as follows: requisition justification form, an estimate breakdown of materials, right of entry form signed by owner and a plat survey indicating location of easement. The section of fence that was removed was unavoidable and needs to be replaced without any further delay. Thank you for your prompt attention in advance.

Sincerely,

Luis Z. Garza
Director of Construction for Drainage
Hidalgo County Pct.1

THE COUNTY OF HIDALGO TEXAS

********** ESTIMATE

003077 003077 * LINE ITEM QUOTE *

ACCOUNT 900-98011728-001 ********** 10:25 AM

6/07/2012 Page 1

HIDALGO CO PCT.#1 BY MIKE.....

1902 JOE STEPHENS AVE FOR OLYMPIA ST.

WESLACO, TX 78596

Phone #: (956)968-8733 Tax ID#:GOVERNMENTAL

Selling Store 93 Shipping Store 93 Sales Person 3077 ADOLFO S. Our Order 507980-00

Customer P.O. Terms NET 10TH PROX

Quantity Ordered	Quantity Shipped	UM	Locatio	Item Number	Description	Unit Ext/UM	Unit Price	Disc	Extended Price	SHIP BRANCH
2	X	EA	YARD	060806	6'6"X2-3/8" TERMINAL POST 18GA	2/EA	13.99		27.98	
10	X	EA	YARD	060803	6'6"X1-5/8" LINE POST 18GA	10/EA	11.99		119.90	
5	X	EA	YARD	061000	10'6" TOP RAIL 18GA SWG 1-3/8"	5/EA	10.49		52.45	
1		EA	250702	061006	POST CAP 1 WAY 2-3/8"	1/EA	1.79		1.79	
1		EA	250602	061009	POST CAP 2 WAY 2-3/8"	1/EA	1.89		1.89	
6		EA	250802	061015	EYE TOP 1-5/8"X1-3/8"	6/EA	.99		5.94	
					This ESTIMATE is given as a price quote only for the materials listed. It is not intended as a complete material list for your projects.					
					- Prices are subject to change without notice. -					
					SIGNATURE:					

Expires: 6/14/2012 # 104

Net Sales	Taxable	Tax %	Tax	Total
209.95	.00	8.25	.00	209.95

330-13 all

STATE OF TEXAS

COUNTY OF HIDALGO

Lot No. 21 Blk. _____ Subd. Olympic

Drainage Project

RIGHT OF ENTRY

WHEREAS, Lee Garcia & Norma Morales, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Lot, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the Hidalgo County Precinct # 1 Drainage Department, County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to require entry thru said Lot, for the purpose of reconstructing a Drain Ditch and,

WHEREAS, the County must have right of entry to said Lot, encumbered with the improvements thereon, if any, by owner; and

WHEREAS, the County must have right of entry to said Lot for the purpose of beginning the reconstruction of said Ditch;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to them in hand paid by the District, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County the right of entry upon said Lot, the right to remove debris, if any, with which the land is encumbered on said Lot described in said Exhibit "A", for the purpose of reconstructing a Ditch and appurtenances thereto. The grant of right of entry is conditioned strictly upon the following:

1. Grantor(s) and the County agree to and hereby designate the date of entry for which to be date of actual entry of the Lot by the County.

2. The grant herein made shall not prejudice, in any way, Grantors' rights to receive full and just compensation for any damages caused by the County in the herein described land, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of grantors' Lot.

TO HAVE AND TO HOLD the Right of Entry to said Lot described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 4th day of April, 2012.

BY:

ACCEPTED AND AGREED TO by the County of Hidalgo on behalf of the Hidalgo County Precinct # 1 Drainage Department this the 4 day of April 2012.

County of Hidalgo, Precinct # 1 Drainage Department.

BY:

OLYMI

BEING THE N
TRACT OUT OF
64, CAPISALLO
PAGES 461 - 4
TEXAS.



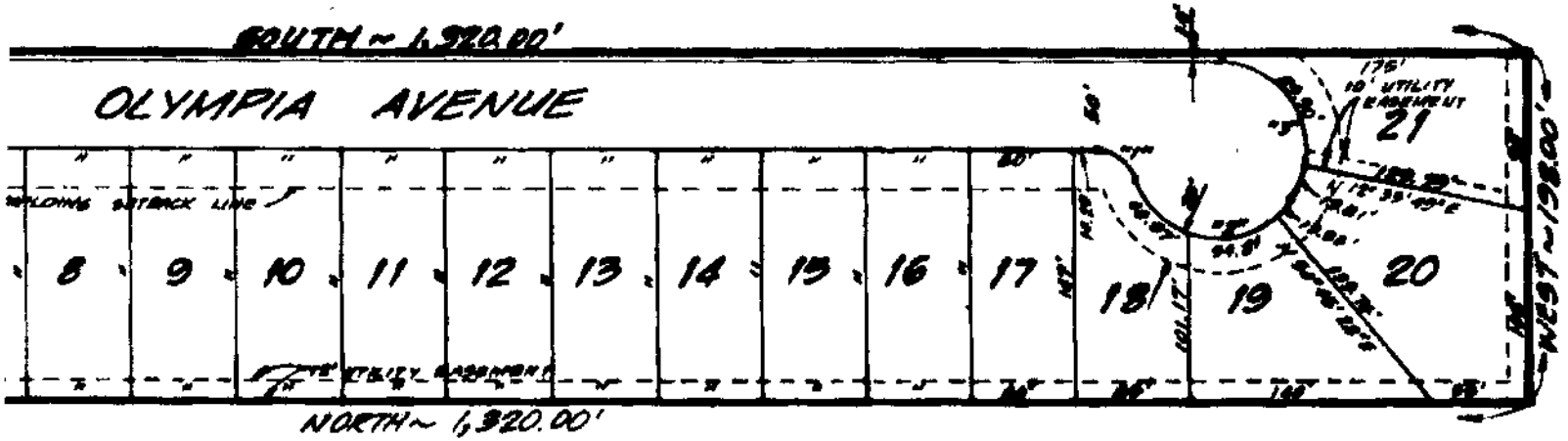


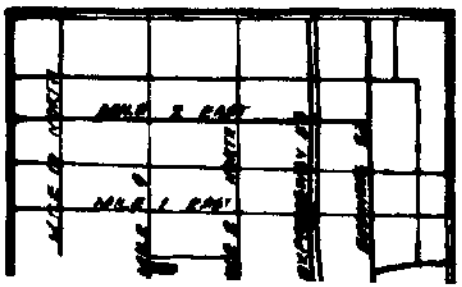
EXHIBIT "A"

STATE OF TEXAS
COUNTY OF HIDALGO
THE OWNER OF THE LA
TO, AND IN PERSON O
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THEREIN EXPRESSED

STATE OF TEXAS
COUNTY OF HIDALGO
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Garcia
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A. D. 1972

APPROVAL BY WATER
THIS PLAT APPROVED
ON THIS _____ D

CURVE DATA				
#	DELTA	RADIUS	TANGENT	LENGTH
1	78°51'47"	50.00'	17.68'	30.77'
2	125°19'59"	50.00'	86.99'	109.31'
3	125°19'59"	50.00'	86.99'	109.31'



Purchase Order

COUNTY OF HIDALGO

PO#: 677111

DATE: 06/25/12

VENDOR: 194948 REQ:00217979

Email:

Phone:

MCCOY'S BUILDING SUPPLY
910 W. HWY.83
WESLACO TX 78596-0092

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

Special Instructions:

R448

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		QUOTE: 507980-00		
2	EACH	OM 060806 6'6"X2-3/8 TERMINAL POST 18GA	13.99	27.98
10	EACH	OM 060803 6'6"X1-5/8 LINE POST 18GA	11.99	119.90
5	EACH	OM 061000 10'6" TOP RAIL 18GA SWG 1-3/8"	10.49	52.45
1	EACH	OM 061006 POST CAP 1 WAY 2-3/8"	1.79	1.79
1	EACH	OM 061009 POST CAP 2 WAY 2-3/8"	1.89	1.89
6	EACH	OM 061015 EYE TOP 1-5/8"X1-3/8	.99	5.94
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		209.95

****

For Hidalgo County use only

2-1200-431-00-121-005-0-671 209.95

Approved

Authorized by: Martha L. Salazar MLS

AI-33601 **Precinct #1 16. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Joann Gonzalez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting permission by 3rd Annual Ride for Autism and BBQ Cook-off to use Delta Lake Park grounds for fundraiser for Autism to be held on September 21-22, 2012.

BACKGROUND

Organization will obtain appropriate general liability insurance and all health permits needed prior to event taking place and will submit copies to Commisisoner Quintanilla and other respective departments.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact to County.

Attachments

Letter to Comm Q to use DLP

Insurance Quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/07/2012 10:51 AM
Ivan Cantu	Ivan Cantu	08/16/2012 08:34 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Joann Gonzalez Started On: 08/07/2012 09:56 AM

Final Approval Date: 08/17/2012

July 30, 2012

To Commissioner Quintanilla:

Please accept this is our formal request to use the Delta Lake Park on September 21st and 22nd, 2012, for our 3rd Annual Ride for Autism and BBQ Cookoff.

Our two previous events were held at a location in Elsa but we have grown and feel that Delta Lake Park is the perfect location. We have averaged about 1,500 people in attendance within our two-day event and feel that this year we will definitely exceed that. We are aware that the park has their entrance fee to the park, we would like to charge a total of $5.00 per car. Also, we would like to offer the public free admission on Saturday if they pay on Friday. This is to motivate the public to return on Saturday for the main events.

This event is being presented by the Villistas Motorcycle Club - Edinburg. This event was started, in part, to provide awareness about Autism to the surrounding communities. 100% of the proceeds go to one or more local non-profit organizations dedicated to improving the lives of children with ASD's (Autism Spectrum Disorders).

Our event has several activities but the main activity is the BBQ Cookoff. This Cookoff has brought an average of 30 teams each year. Teams come for all over the Valley and even as far as Corpus Christi. Teams begin to arrive on Friday and usually depart Saturday evening, with a couple of teams staying until Sunday morning. They provide their own electricity. Some teams do bring RV's.

Another activity is the Autism Activities for the children affected with ASD's and their families. These activities will take place on Saturday from 10 a.m. to 1:30 at the pavilion. During this time we have health organizations (doctors, therapists, etc) providing pamphlets and other educational information.

Some of the other activities planned for these two days are: Little Miss September Pageant, paintball, roller derby, wrestling, boxing, trail riders, car and bike show. We will also have live music and both food and merchandise vendors.

We are also requesting to sell alcohol at our event. We are willing to comply with any of the parks requirements to make this possible. We will make this a safe and successful event by any means possible.

We are currently working on a rendering that we will have available when we are scheduled to go before Commissioner's Court.

Should you have any questions or need any further information please do not hesitate to call me at (956) 262-7106 or (956) 246-0364. We will have an itinerary and rendering available for all necessary parties for Commissioner's Court.

Thank You.

Melissa Perez

Melissa Perez, Project Coordinator - (956) 262-7106
3rd Annual Ride for Autism and BBQ Cookoff

SOUTHERN CROSS
UNDERWRITERS
Experience | Relationships | Expertise
12667 Silicon Drive San Antonio, TX 78249 Phone: (210) 734-7751 Fax: (210) 641-0318

INSURANCE QUOTATION

THE TERMS AND CONDITIONS OF THIS QUOTATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE QUOTED INSURANCE AT YOUR REQUEST AS FOLLOWS:

Date Issued: Jul 13, 2012

Submission #: U865441-A

Producer:
Joey Hinojosa Insurance AGT37225
Edcouch, TX
Fax #: (956) 381-9915
Phone: (956) 457-5740

From:
Nathan Breig for Debra Isbel,
nbreig@scui.com, disbel@scui.com
Fax #: (866) 822-0810
Phone: (210) 561-3014

Insured:
Villistas MC
PO Box 2575
Elsa, TX 78543

NOTE: If insured is located outside your resident state, we must receive a copy of your non-resident license prior to binding.

Risk Description: Special Event

Risk Location: 28312 FM 88 Edcouch, TX 78538

Insurer: Mount Vernon Fire Insurance Company - Non-Admitted

Coverage: GENERAL LIABILITY

Proposed Term: 9/21/2012 to 9/24/2012

Limits:

$2,000,000	General Aggregate Limit
Included	Products Completed Operations Aggregate Limit
$1,000,000	Personal and Advertising Injury Limit
$1,000,000	Each Occurrence
$100,000	Damages to Premises Rented to You Limit
$1,000	Medical Expense Limit (Any One Person)

Deductible: $0

Premium:	$1,245.00
Policy Fee	$100.00
SLT Tax:	$65.23
Stamping Fee:	$0.81
Other Tax:	
Other Tax2:	
Other Tax3:	
Grand Total:	$1,411.04

Option to Add Terrorism Coverage

TRIA Premium:	$100.00
Additional Taxes:	$4.91
Total with TRIA:	$1,515.95

AI-33598 **Precinct #2 17. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Highway Right of Way Easement for the purpose of widening, constructing and maintaining of Thomas Rd.

BACKGROUND

Document has been reviewed by Right of Way and Approved by Legal Counsel.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Highway Right of Way Easement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/07/2012 09:09 AM
Roland Garcia	Rolando Garcia	08/10/2012 11:21 AM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Katia Garcia Started On: 08/07/2012 08:50 AM

Final Approval Date: 08/17/2012

HIGHWAY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That We, Leonardo Varela Resendez and wife Maria Del Carmen Davila Mora, hereinafter referred to as Grantors, whether executed by one or more individuals, of the County of Hidalgo, State of Texas, for and in consideration of the sum of Ten dollars and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the County of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following described by metes and bounds as follows, to-wit:

See Exhibit "A" which is attached hereto and incorporated herein by reference.

It is understood and agreed that grantors hereby reserve unto themselves, all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantors, their heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas.

WITNESS our hands this the 15th day of August 2012.

Leonardo Varela Resendez

Maria Del Carmen Davila Mora

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Leonardo Varela Resendez known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF AUGUST 2012.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Maria Del Carmen Davila Mora known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF AUGUST 2012.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary public, State of Texas

METES AND BOUNDS
(PROPOSED 20.00 FEET ADDITIONAL R.O.W.)

A 0.316 OF AN ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 11, A.J. McCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1642498, 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 "X" MARK ON CONCRETE CUT ON THE NORTH RIGHT OF WAY LINE OF THOMAS ROAD AND THE EAST LINE OF THE PICCIRILLO, LTD. TRACT (A 9.82 ACRE TRACT OUT OF LOT 2, BLOCK 11, A.J. McCOLL SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2145614, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°09' E, 694.30 FEET AND N 08°51' E, 20.00 FEET FROM THE SOUTHWEST CORNER OF LOT 2.

THENCE; N 08°51' E, ALONG THE EAST LINE OF THE PICCIRILLO, LTD. TRACT, A TOTAL DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

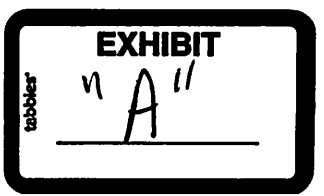
THENCE; S 81°09' E, PARALLEL TO THE NORTH RIGHT OF WAY LINE OF THOMAS ROAD AND THE SOUTH LINE OF LOT 2, A DISTANCE OF 698.80 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE WEST RIGHT OF WAY LINE OF JACKSON ROAD (F.M. 2061) (EASEMENT TO STATE OF TEXAS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1887480, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 53°51' W, ALONG THE WEST RIGHT OF WAY LINE OF JACKSON ROAD (F.M. 2061), A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF THOMAS ROAD FOR SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°09' W, ALONG THE NORTH RIGHT OF WAY LINE OF THOMAS ROAD AND PARALLEL TO THE SOUTH LINE OF LOT 2, A DISTANCE OF 678.80 FEET THE POINT OF BEGINNING AND CONTAINING 0.316 OF AN ACRE OF LAND MORE OR LESS.

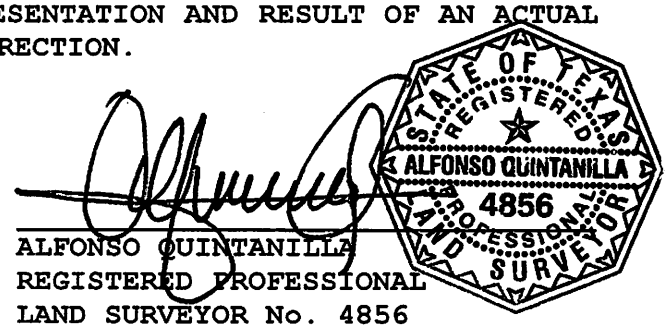
BEARINGS ARE IN ACCORDANCE WITH VALLE DE LA PRIMAVERA SUBDIVISION, RECORDED IN VOLUME 33, PAGE 132, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

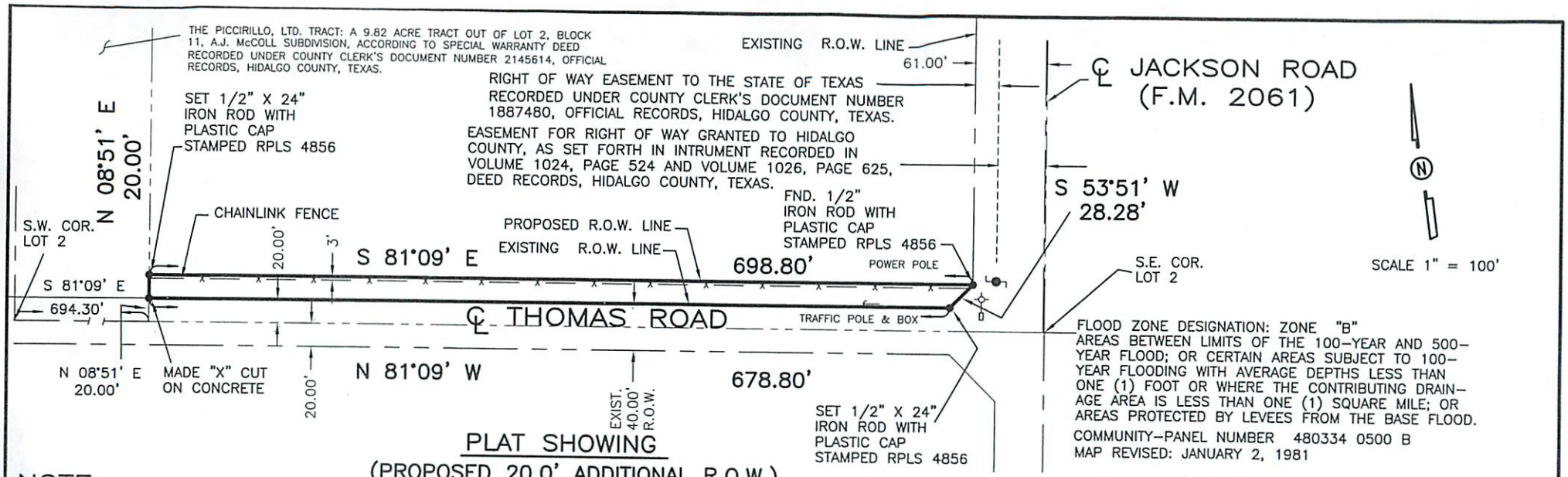


I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 1, 2012



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



PLAT SHOWING

(PROPOSED 20.0' ADDITIONAL R.O.W.)

A 0.316 ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 11, A.J. McCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1642498, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:
THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NUMBER 480334 0500 B
MAP REVISED: JANUARY 2, 1981

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH VALLE DE LA PRIMAVERA SUBDIVISION RECORDED IN VOLUME 33, PAGE 132, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 21 PAGE 598
SURVEYED AUGUST 1, 2012
OWNER
ADDRESS
JOB No.
BOOK No. PAGE
F:\SURVEY12\0.316AC LOT 2 BLOCK 11 A.J.McCOLL

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

Jaime Salinas

From: Steve Crain [scrain@atlashall.com]
Sent: Tuesday, August 14, 2012 1:30 PM
To: 'Jaime Salinas'
Subject: RE: Highway Right of Way Easement

I did not check the legal description. Additionally Commissioners Court will have to accept the deed.

-----Original Message-----
From: Jaime Salinas [mailto:jaime.salinas@co.hidalgo.tx.us]
Sent: Tuesday, August 14, 2012 9:31 AM
To: scrain@atlashall.com
Subject: FW: Highway Right of Way Easement

Mr. Crain,

Can you please review this document? This property is located in the McAllen ETJ. Mr. Resendez went to the City of McAllen to apply for a permit and they sent him to us first to give us the 20 foot additional R.O.W on Thomas Rd. before they give him a letter of compliance to proceed with the permit.

Jaime Salinas

AI-33594 **Budget and Management 18. A.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: IT **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $30,710.00 and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2012 was approved by Commissioners' Court on August 16, 2011 (AI# 27432).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1283-415-00-200-005-2-336

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

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #2-1283-334-10-200-005-2-000 "Texas Vine Program Revenue"

Attachments

Production Record

Texas VINE FY12 Reimbursement Invoice

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/07/2012 04:42 PM
Budget & Management	Merlen P. Munoz	08/08/2012 07:56 AM
Perla Lopez	Perla Lopez	08/08/2012 10:38 AM
Auditor's Office	Monica Badillo	08/17/2012 10:18 AM
Manuel Chapa (Originator)	Manuel Chapa	08/17/2012 10:47 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:49 AM
Perla Lopez	Perla Lopez	08/17/2012 01:58 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Manuel Chapa Started On: 08/06/2012

Final Approval Date: 08/17/2012

OFFICE of the ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) FY12 Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

Grantee:	HIDALGO	Contract Number:	1224575

Yes	No	Grantee Responsibility
X		As of the date below, SAVNS Jail Records are on production and available.
		- If 'No', how many days have your SAVNS Jail Records been unavailable?
		-Date the Certified Vendor was notified?
		-Reason SAVNS Jail Records are unavailable?
X		As of the date below, SAVNS Court Records are on production and available.
		-If 'No', how many days have your SAVNS Court Records been unavailable?
		-Date the Certified Vendor was notified?
		-Reason SAVNS Court Records are unavailable?
X		SAVNS Problem Log records note all problems and resolutions.
X		VINEWatch reviews are conducted on a regular basis.
		Program Coordinator/Grant Contact keeps a SAVNS grant file.

Check 'Yes' or 'No' for each responsibility

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

Signature

RAMON GARCIA

Printed Name

Hidalgo County Judge

Title

8/7/12

Date

Explanation/Comments:

***** This document must be submitted as an attachment to the invoice in order to receive payment for costs associated with Annual Maintenance. Please keep a copy in your files.**

Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2012 Invoice

	PHASE TYPE	
Place an "X" to the right of the applicable phase(s):	**Milestone One**	
	Milestone Two	
	Annual Maintenance	X
	Pre-Reimbursement	

Mail To:	**Date of Invoice:**	
Office of the Attorney General	**Invoice #:**	
Grants Administration Division - MC005	**Texas TIN:**	17460007176012
P.O. Box 12548	**Organization Name:**	**Hidalgo County**
Austin, TX 78711-2548	**Mailing Address:**	2808 S. Business Hwy 281
	City:	Edinburg
	State:	Texas
Grants Administration Division (GAD) Contact	**Zip Code:**	78539-6243
Attn: Finance Section	**Contact Person:**	Ramiro Sendejo
Title: Financial Specialist	**Title:**	Grant Accountant
Email:pinni.warner@oag.state.tx.us	**Email Address:**	ramiro.sendejo@auditor.co.hidalgo.tx.us
Telephone: (512) 936-6397	**Telephone:**	956-318-2511 ext. 4676

Month of Service	**OAG GRANT #**		**Amount of Claim**
Jul-12		**PCA 10352**	**$30,710.00**

Note - 1: Invoice must be received no later than 20 days after service period.	**Description of Services: Note 2:** Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: XXXXXXXXXXXXXXXXX). **Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are, correct and unpaid.**
Note - 4: The amount of claim must not exceed to the amount stated in "Total Due" line in the Certified Vendor Invoice.	

Authorized Official or Designee Signature **Note - 5:** Must be signed by the Authorized Official or Alternate Designee		
	Signature of Authorized Official or Alternate Designee	**Date**
	Ramon Garcia, Hidalgo County Judge	
	Type/Printed Authorized Official Name or Alternate Designee and Title	

For OAG Use Only

Date Received by OAG-GAD:	GAD Fiscal Approval / Date	Date Received by OAG Accounting:

AI-33610 **Budget and Management 18. B.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Auxiliary Court **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

FY 2012 Jag grant (1282):
1. Approval to accept the FY 12 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $66,516.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the FY 12 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2012 appropriation of funds for the FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $66,516.00 (1282).
4. Approval of Salary Schedule.

BACKGROUND

FY 12 Jag funds will cover salaries, fringe benefits, and other allowances (Bailiff and Court Coordinator - Auxiliary Court) for approximately 6.59 months (October 2012 - April 2013).

The award should be signed by the authorized grantee official (County Judge). The authorized grantee official should also initial each page of Special Conditions (bottom right corner). Both the Award document and special conditions should be sent to the Office of Justice Programs Control Desk via email (acceptance@usdoj.gov) or by fax to 202-354-4081 or 866-388-3055.

Award# 2012-DJ-BX-0828 Grant Period 10/1/11 thru 9/30/15

Reference:
AI#31865 4-24-12 To apply for grant
AI#31944 5-01-12 Public Hearing & Discussion... on Program application, strategies, narratives etc.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1282-412-00-115-047-5-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $66,516.00 for the FY 12 Jag Grant.

Revenue account--> 2-1282-331-12-115-047-5-000 Justice Assistance Grant - Revenue

Change of status forms to be sumitted for processing upon exhaustion of funds. rc

No local cash match required.

Attachments

award documents
email - award notice
revised salary schedule
1
appropriation

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/08/2012 10:16 AM
Rosalinda Cantu	Rosie Cantu	08/09/2012 11:44 AM
Budget & Management	Merlen P. Munoz	08/09/2012 01:00 PM
Sylvia Solis	Sylvia Solis	08/09/2012 04:45 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Manuel Chapa Started On: 08/07/2012

Final Approval Date: 08/17/2012

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

July 31, 2012

The Honorable Ramon Garcia
Hidalgo County
100 East Cano Street, 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of $66,516 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Wendy Williams, Program Manager at (202) 514-7842; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

July 31, 2012

The Honorable Ramon Garcia
Hidalgo County
100 East Cano Street, 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 East Cano Street, 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2012-DJ-BX-0828

5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2015

BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2015

6. AWARD DATE 07/31/2012

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Hidalgo County FY 2012 JAG Project

10. AMOUNT OF THIS AWARD $ 66,516

11. TOTAL AWARD $ 66,516

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY12(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

Denise O'Donnell

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ramon Garcia
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		66516

21. LDJUGT0986

PROJECT NUMBER 2012-DJ-BX-0828 AWARD DATE 07/31/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).

14. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

SPECIAL CONDITIONS

15. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

16. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

17. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SPECIAL CONDITIONS

18. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

19. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

20. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

21. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

22. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

23. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

24. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

25. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

SPECIAL CONDITIONS

26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

28. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

29. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

30. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

33. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.
Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2012-DJ-BX-0828

This project is supported under FY12(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Wendy Williams
(202) 514-7842

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
100 East Cano Street, 2nd Floor
Edinburg, TX 78539-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

BJA FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Hidalgo County FY 2012 JAG Project

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 East Cano Street, 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2011 TO: 09/30/2015

8. BUDGET PERIOD

FROM: 10/01/2011 TO: 09/30/2015

9. AMOUNT OF AWARD

$ 66,516

10. DATE OF AWARD

07/31/2012

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The county of Hidalgo will support criminal justice initiatives. JAG funds will be used to support court personnel costs. The goal is to improve criminal justice system. NCA/NCF

Original Message-----
From: donot-reply@ojp.usdoj.gov [mailto:donot-reply@ojp.usdoj.gov]
Sent: Tuesday, July 31, 2012 8:26 PM
To: ramon.garcia@co.hidalgo.tx.us; manuel.chapa@co.hidalgo.tx.us
Subject: GMS Award 2012-DJ-BX-0828

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).

3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.

4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Wendy Williams at 2025147842.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;

2. Print the original award document;

3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);

4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Wendy Williams at 2025147842. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: https://grants.ojp.usdoj.gov

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:
http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions: http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Wendy Williams at 2025147842.

HIDALGO COUNTY
Department Of Budget And Management
2012 SALARY SCHEDULE

1282-412-00-115-047~~4~~ 5

JAG

Slot #	Obj #	EMPLOYEE NAME	POSITION TITLE	GRADE	STEP	GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allownaces					ACTUAL TOTAL COMP.
									Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	ELSA CORINA HERNANDEZ	COURT COORDINATOR				$46,340.00	$46,340.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,940.00
G002	113	ROSENDO BELTRAN, JR.	BAILIFF/INTERPRETER				$38,627.00	$35,000.00	$1,140.00	$6,000.00	$0.00	$0.00	$0.00	$42,140.00
		Total:					$84,967.00	$81,340.00	$1,740.00	$6,000.00	$0.00	$0.00	$0.00	$89,080.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$66,516.00	Award No 2012-DJ-BX-0828 Hidalgo County FY 2012 JAG Project

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/20/12
Date

THE COUNTY OF HIDALGO TEXAS

DATE: August 8, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept of Budget & Mgmt for Auxiliary Court - FY 12 Justice Assitance Grant (JAG) - (1282)

ACCOUNT NUMBER: 2-1282-412-00-115-047-5-XXX (Jag Grant

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 ext. 5760

2012
Transfer

AI#33610

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
2-1282-412-00-115-047-5-113	JAG-Salaries - F/T Employees	48,081.00
2-1282-412-00-115-047-5-115	JAG-Longevity Pay	1,022.00
2-1282-412-00-115-047-5-116	JAG-Interpreter Pay	3,296.00
2-1282-412-00-115-047-5-211	JAG-Health Insurance	4,576.00
2-1282-412-00-115-047-5-212	JAG-Life Insurance	30.00
2-1282-412-00-115-047-5-220	JAG-FICA	4,009.00
2-1282-412-00-115-047-5-230	JAG-Retirement	5,214.00
2-1282-412-00-115-047-5-250	JAG-Unemployment Compensation	262.00
2-1282-412-00-115-047-5-260	JAG-Worker's Compensation	26.00
	TOTAL APPROPRIATION	**66,516.00**
2-1282-331-12-115-047-5-000	Justice Assistance Grant - Revenue	66,516.00
	TOTAL REVENUE	**66,516.00**
	TOTAL BUDGET INCREASE (DECREASE)	**66,516.00**

REASON: To appropriate the FY 2012 Edward Byrne Justice Assistance Grant (JAG) Program award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-33718 **Budget and Management 18. C. 1.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 Drainage Improvement Project (1200):
a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement labor reimbursements.
b. Approval of 2012 appropriation of funds for the Pct. 1 Drainage Improvement Project (fund 1200, program 052) in the amount of $19,522.35 to fund payroll expenditures.

BACKGROUND

Pct. 1 Drainage Improvement labor reimbursements were posted by Auditors office for the month of June 2012 (PP #11-13).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-052-0-XXX

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

BUDGETARY IMPACT:

2012 Appropriation of funds in relation to Pct. 1 Drainage Improv. Proj. labor reimbursments for the month of June 2012 (PP #11-13) in the amount of $19,522.35.

Revenue acct #2-1200-360-00-121-002-0-000 "R & B Pct. 1-Misc-Drain Reim." Total actual YTD labor reimbursements from Jan.-June 2012 (PP #1-13) are $135,364.50

Attachments

cert of rev

Pct. 1 Drain Imprv.-June 2012

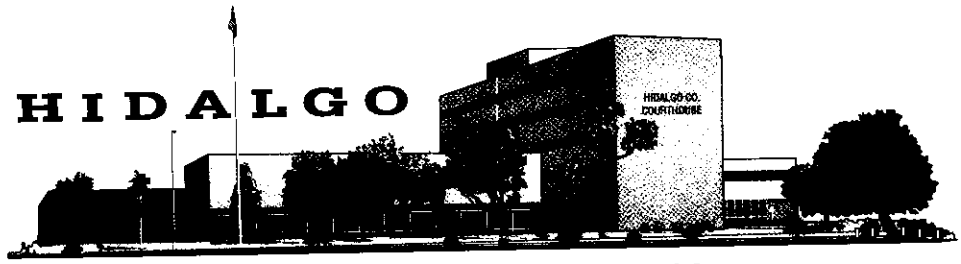
Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/14/2012 04:22 PM
Budget & Management	Merlen P. Munoz	08/15/2012 07:57 AM
Erika Zamora	Erika Zamora	08/17/2012 01:17 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Ivan Cantu Started On: 08/14/2012

Final Approval Date: 08/17/2012

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

August 15, 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 drainage improvement labor reimbursements in amount of $19,522.35 for Precinct No. 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

8/15/12
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 138TH 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: August 28, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Drainage Improvement

ACCOUNT NUMBER: 2-1200-431-00-121-052-0-XXX

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
2-1200-431-00-121-052-0- 113	Pct. 1 Drain. Imprv. Prj.	Reg. F/T Employees	14,774.51
2-1200-431-00-121-052-0- 115	Pct. 1 Drain. Imprv. Prj.	Longevity Pay	85.90
2-1200-431-00-121-052-0- 211	Pct. 1 Drain. Imprv. Prj.	Health Insurance	1,993.23
2-1200-431-00-121-052-0- 212	Pct. 1 Drain. Imprv. Prj.	Life Insurance	14.19
2-1200-431-00-121-052-0- 220	Pct. 1 Drain. Imprv. Prj.	FICA	1,104.97
2-1200-431-00-121-052-0- 230	Pct. 1 Drain. Imprv. Prj.	Retirement	1,477.84
2-1200-431-00-121-052-0- 250	Pct. 1 Drain. Imprv. Prj.	Unemployment Comp.	71.71
2-1200-360-00-121-002-0- 000	*R & B Pct. 1-Misc.-*	*Drain Reim.*	*19,522.35*
		TOTAL BUDGET INCREASE (DECREASE)	**19,522.35**

REASON: To appropriate the Pct. 1 Drainage Improvement force labor reimbursements for the month of June 2012 (PP #11-13) to fund payroll expendiutres.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-33739 **Budget and Management 18. C. 2.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Noe Montez, Pct. 1 **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 ICA Edcouch-Elsa ISD Walking Trail (1200):
a. Approval of certification of revenues, as certified by Co. Auditor, for revenue received by the Edcouch-Elsa ISD for the Pct. 1 ICA with Edcouch-Elsa ISD walking trail project.
b. Approval of 2012 appropriation of funds into Pct. 1 ICA Edcouch-Elsa ISD Walking Trail in the amount of $66,000.00 to fund construction of walking trails.

BACKGROUND

Interlocal agreement between Co. & Edcouch-Elsa ISD was approved by CC on 8-14-12, refer to AI #33593, 18.B.2.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-102-0-841

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $66,000.00 into Pct. 1 ICA EEISD Walking Trail-Aid to Govt. Agency to fund construction of two walking trails as stipulated in ICA with Edcouch- Elsa ISD.

Rev. acct #2-1200-337-00-121-002-0-000 "R & B Pct. 1-Intgl't- ICA EEISD-Walking Trail"

Check received from Edcouch-Elsa ISD was receipted to acct #2-1200-223-00-121-054-0-000 "R & B Pct. 1-Def. Rev.-ICA EEISD Walking Trail" on Friday, 8-10-12. Revenues will be recognized by Auditor's office once expenditures are actually incurred by Pct. 1 for related project.

Attachments

backup

Pct. 1 ICA with EE ISD appropriation

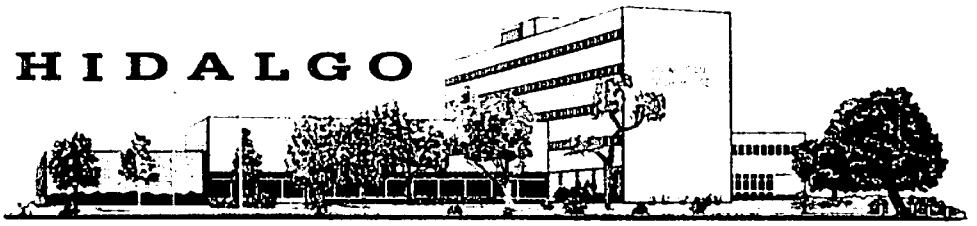
Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/17/2012 03:29 PM
Budget & Management	Merlen P. Munoz	08/17/2012 03:48 PM
Erika Zamora	Erika Zamora	08/17/2012 04:38 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Ivan Cantu Started On: 08/15/2012 10:08 AM

Final Approval Date: 08/17/2012

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

August 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 Edcouch-Elsa Independent School District for Walking Trail Project in the amount of $66,000.00 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

Date

DATE: August 21, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 ICA EEISD Walking Trail

ACCOUNT NUMBER: 2-1200-431-00-121-102-0-841

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
2-1200-431-00-121-102-0- 841	Pct. 1 ICA EEISD Walking Trail-	Aid to Govt. Agency	66,000.00
2-1200-337-00-121-002-0- 000	*R & B Pct. 1-Intgl't Rev- EE ISD-*	*Walk Trail*	*66,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	**66,000.00**

REASON: Appropriation of revenues received by Edcouch-Elsa ISD in relation to ICA between Co. & EE ISD for the construction of two walking trails. ICA was approved by CC on 8-14-12, refer to AI #33593, item 18.B.2. **Note: Revenues were receipted to acct #2-1200-223-00-121-054-0-000 on Friday, 8-10-12.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-33642 **Budget and Management 18. C. 3.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Drainage Improvement Project (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

b. Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $42,145.63 (Labor Reimbursements - May 2012).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

Approval of 2012 appropriation of funds in the amount of $42,145.63 into Pct #4 Drainage Improvement Project (Labor Reimbursements - May 2012)

Revenue account# 2-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Appropriation
cert of revenues

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/09/2012 01:17 PM
Budget & Management	Merlen P. Munoz	08/09/2012 02:18 PM
Rosalinda Cantu	Rosie Cantu	08/09/2012 04:37 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Manuel Chapa Started On: 08/08/2012

Final Approval Date: 08/17/2012

DATE: August 9, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Pct# 4 Drainage Improvement Project

ACCOUNT NUMBER: 2-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2012
Appropriation

AI# 33642

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj	Reg F/T Employees	28,304.38
2-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj	Health Insurance	5,201.51
2-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj	Life Insurance	27.99
2-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj	FICA	3,552.58
2-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj	Retirement	4,818.14
2-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj	Unemployment Comp	241.03
2-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues		42,145.63
		TOTAL BUDGET INCREASE (DECREASE)	$ -

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements **May** 2012 (PP# 9&10)

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

August 09, 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 drainage labor reimbursements in the amount of $42,145.63 for Precinct No. 4. 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

8/10/12
Date

THE COUNTY OF HIDALGO

AI-33783 **Budget and Management 18. C. 4.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Jaime Gonzalez **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender (1282):
Approval to deobligate funds from Public Defender - Juvenile Section Grant (1282) in the total amount of $80,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1282-412-30-085-004-2-XXX

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

BUDGETARY IMPACT:

Funds available to unappropriate as of 08-17-12.

"PUBLIC DEFENDER'S JUV SECT REVENUE" - Acct. #2-1282-334-10-085-004-2-000

Attachments

Email
BA - Deobligation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 11:38 AM
Rosalinda Cantu	Rosie Cantu	08/17/2012 04:44 PM
Purchasing Department	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Sylvia Solis Started On: 08/17/2012

Final Approval Date: 08/17/2012

Sylvia Solis

Subject: FW: Voluntary Deobligation - Juvenile Section Acct. # 2-1282-412-30-085-004-2

From: "Patti Loya" <patricia.loya@co.hidalgo.tx.us>
To: "sergio cruz" <sergio.cruz@co.hidalgo.tx.us>, "dina trevino" <dina.trevino@co.hidalgo.tx.us>
Cc: "jimmy gonzalez" <jimmy.gonzalez@co.hidalgo.tx.us>, "Deborah Fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>, "jennifer narvaez" <jennifer.narvaez@co.hidalgo.tx.us>
Sent: Thursday, August 16, 2012 5:07:37 PM
Subject: Voluntary Deobligation - Juvenile Section Acct. # 2-1282-412-30-085-004-2

Sergio,

As per our meeting with Deborah Fisher, we were all in agreement that it would be in the best interest of Hidalgo County to voluntary deobligate $80,000.00, as per Bryan's recommendation. Jimmy was in agreement and has sent Bryan an email regarding the above subject and explained that you would be presented this to Commissioner's Court on August 21, 2012.

Please take the monies out of the following object codes:

1) .113 - Regular F/T Employees - $33,000.00
2) .441 – Land & Building Rental - $47,000.00

Again, thank you and Deborah for all your continued support.

Sincerely,

Patricia Loya, Administrative Asst. III
Hidalgo County Public Defender's Office
100 N. Closner - 5th Floor
Edinburg, Texas 78539
(956)292-7040, Ext. 5433
(956)292-7049 (f)
patricia.loya@co.hidalgo.tx.us

DATE: August 17, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Public Defender - Juvenile Section

ACCOUNT NUMBER: 2-1282-412-30-085-004-2-XXX

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Sylvia Solis
Ph#: 292-7025 Ext. 5423

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBERS		ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1282-412-30-085-004-2 -	113	PUBLIC DEFENDER'S JUV SECTION - REG F/T EMPLOYEES	(33,000.00)
2-1282-412-30-085-004-2 -	441	PUBLIC DEFENDER'S JUV SECTION - LAND & BLDG RENTAL	(47,000.00)
2-1282-334-10-085-004-2-	000	PUBLIC DEFENDER'S JUV SECTION - REVENUES	(80,000.00)
		TOTAL BUDGET INCREASE (DECREASE)	**(80,000.00)**

REASON:
Deobligation of funds as per Bryan Wilson's, Grant Adminstrator, recommendation.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-33632 **19. A. 4.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance of the scoring/evaluation grid (from designated grading committee) for the purpose of CC to declare as "Qualified" the sole response received from Air Evac, EMS, Inc. so as to proceed with the next phase of the procurement process- negotiation; and,

b. Authority for Purchasing Department to negotiate a contract with Air Evac, for the provision of voluntary employee services as requested in the RFP No.: 2012-108-06-13-CGA-"Voluntary (Post Tax) Emergency Air Ambulance Services" for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact at this phase the of the procurement process.

Attachments

BACKUP

scoring grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2012 10:21 AM
Budget & Management	Merlen P. Munoz	08/10/2012 10:26 AM
Rosalinda Cantu	Rosie Cantu	08/16/2012 11:48 AM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Gricelda Villarreal Started On: 08/08/2012 02:44 PM

Final Approval Date: 08/17/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: June 13, 2012 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION: "Voluntary (Post Tax) Emergency Air Ambulance Services"

RFP NO: 2012-108-06-13-CGA

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Steven Merchant E.Republic	Email	CGA Smerchant@erepublic.com	5-26-12	916-932-1307
2. Arturo Esquivel Medcare-EMS	Email	CGA aesquivel@medcare-ems.com	5-26-12	Cell: 559-393-8054
3. Air Evac Lifeteam Ken Euler	Email	CGA eulerkenneth@air-evac.com calahanedward@air-evac.com	5-26-12	830-255-9239 830-377-6797
4. Amigos Air Mike	email	CGA mikec@amigosair.com dortega@amigosair.com	6-04-12	
5. Angel Medflight K Halloran	Email	CGA khalloran@angelmedflight.com	6-04-12	
6.				
7.				
8.				
9.				
10.				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR) -PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

PROPOSAL ACCEPTANCE DATE: June 13, 2013 | PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: RFP- Voluntary (Post Tax) Emergency Air Ambulance Services"

PROPOSAL NO: 2012-108-06-13-CGA

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#01	**Air Evac EMS, Inc**	√√
#02		
#03		
#04		
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#08		
#09		
#10		

HIDALGO COUNTY

"Voluntary (Post-Tax) Emergency Air Ambulance Services"
RFP 2012-108-06-13-CGA
SCORING GRID

EVALUATION CRITERIA	PARTICIPANT		
	Air Evac, EMS, Inc.		
	GRADERS		
	1	2	3
1. **Experience/Qualifications (30pts)**	25	25	28
2. **Coverage/Benefits Services (25 pts)**	25	20	22
3. Financial Stability (20 pts)	20	15	19
4. Capacity to Perform (10 pts)	5	10	10
5. Cost (15 pts)	15	15	13
Total	**90**	**85**	**92**
TOTAL SCORES	**267**		
TOTAL AVERAGES	**89**		
RANKING (Upon review and approval by Hidalgo County CC)			

AI-33643 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to contract with L&G Engineering, (article 14) C-12-123-05-22, a request for approval by engineer to permit the subcontracting of ACI Environmental Consultants and Ambiotec Group in connection with Work Authorization No. 1-Environmental Study for Pct No. 3 Old Administration Building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Available fund in P.O. #675557 for L&G Engineering are $21,342.67.

Attachments

Letter of Subcontracting

Article 14

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 09:29 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:49 AM
Perla Lopez	Perla Lopez	08/17/2012 02:03 PM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Rocio Villarreal Started On: 08/08/2012 04:29 PM

Final Approval Date: 08/17/2012

L&G Engineering
Transportation Consultants

August 1, 2012

The Honorable Joe Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle Road
Mission, Texas 78572

RE: Subcontracting Notice for Work Authorization No. 1
Environmental Study – Pct. No. 3 Old Administration Building
Contract No. 12-123-05-22

Dear Commissioner Flores:

We would like to inform you of the subcontractors that we will be using on the Environmental Study project at the Old Administration Building, Warehouse and Shop Complex located at 400 W. 13th Street project in Mission, Texas. This information is being provided at your request and for your further processing to the Hidalgo County Commissioner's Court for approval.

Subcontractors:

Abestos Testing:
Mr. Eustolio (J.R.) Arevalo, Jr.
ACI Environmental Consultants
602 W. Van Buren Ave.
Harlingen, Texas 78550
956-428-3434

Subsurface Assessment Service:
Mr. Marc Haws, P.G.
Ambiotec Group
1101 East Harrison Avenue
Harlingen, Texas 78550
956-423-7807

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-12-123-05-22

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"Environmental Study" regarding the Precinct No. 3 Old Administration Building, Warehouse and Shop Complex; located at 400 W. 13th Street (Lots 1 thru 9 Blk 212-FMV and Lots 4 thru 9 Blk 205-FMV)** project in Mission, Hidalgo County, Texas project for **Hidalgo County Precinct No. 3** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

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

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:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D1 - Fee Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

AI-33645 **Purchasing Department** **19. B. 2.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
a. Invoice No. 11324222- $42,770.00 for "La Homa ROW"- C-11-312-02-07
b. Invoice No. 11324216- $39,963.61 for "FM 681-FM 2221 to SH 107"-C-09-192-06-08
c. Invoice No. 11324217 -$15,889.24 for "FM 681-FM 2221/FM 492: FM 681 to FM 364" - C-09-192A-06-08
d. Invoice No. 11324219-$4,421.46 for "Mile 2"
e. Invoice No. 11324215- $5,441.27 for "Mile 2 N.-Inspiration to Moorefield Rd"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

Available funds in P.O. #671613 as of 8/17/12 are $721,500.00.

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

Available funds in P.O. #625224 as of 8/17/12 are $108,546.48.

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

Available funds in P.O. #625225 as of 8/17/12 are $97,882.40.

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-094-0-731

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

BUDGETARY IMPACT:

Available funds in P.O. #663265 as of 8/17/12 are $204,694.60.

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-099-0-841

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

BUDGETARY IMPACT:

Available funds in P.O. #672761 as of 8/17/12 are $99,091.14.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 09:29 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:50 AM
Perla Lopez	Perla Lopez	08/17/2012 02:45 PM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Rocio Villarreal Started On: 08/08/2012 04:53 PM

Final Approval Date: 08/17/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324222
INVOICE DATE: 07/31/12

SIGN: Car. m. Flores
REQ# 21101
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

Engineering services for the month of July 2012.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
32001-Const Mgmt	108.000.00				0.0	108.000.00
60000-Row Acq. Admin	329.000.00	230.300.00	42.770.00	273.070.00	83.0	55.930.00
60100-Title Services	42.000.00	31.200.00		31.200.00	74.3	10.800.00
60200-Appraisal Srv	49.000.00				0.0	49.000.00
60220-Appraisal Srv	140.000.00				0.0	140.000.00
60300-Appraisal Rvw	24.500.00				0.0	24.500.00
60330-Appraisal Rev	31.500.00				0.0	31.500.00
60400-Parcel Negtion	245.000.00				0.0	245.000.00
60500-Clsng Srvs Fee	14.000.00				0.0	14.000.00
TOTALS:	983.000.00	261.500.00	42.770.00	304.270.00	31.0	678.730.00

ORIGINAL CONTRACT SUM	$	983.000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983.000.00
TOTAL COMPLETED TO DATE	$	304.270.00
LESS PREVIOUS INVOICES	$	261.500.00
CURRENT PAYMENT DUE	$	42.770.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[illegible] ON 8/1/12
GOODS/SERVICES RECEIVED BY
Car. Flores ON 7/31/12

2-1342-131-00-123-045-0-841

M

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324216
INVOICE DATE: 07/31/12

SIGN: [signature]
REQ# 156841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2012.						
13002-ROW Map	6,200.00	6,200.00		6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	158,100.00		158,100.00	100.0	
15001-Surv.Plans&Des	677.32	643.45	33.87	677.32	100.0	
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	358,601.60	7,318.40	365,920.00	100.0	
16102-Hydraulic Dsgn	40,000.00	39,200.00	800.00	40,000.00	100.0	
16104-Outfall Dsgn	40,000.00	39,200.00	800.00	40,000.00	100.0	
16201-Signing	20,000.00	19,600.00	400.00	20,000.00	100.0	
16202-Pvmt Marking	16,000.00	15,680.00	320.00	16,000.00	100.0	
16230- Signal/Illum	90,000.00	90,000.00		90,000.00	100.0	
16302-Traf Cntrl Pln	30,000.00	29,400.00	600.00	30,000.00	100.0	
16304-Irrigation	30,000.00	29,400.00	600.00	30,000.00	100.0	
16306-Qty Specs	30,000.00	29,400.00	600.00	30,000.00	100.0	
16307-Utilities	30,000.00	30,000.00		30,000.00	100.0	
32001-Const. Mgnmt	22,075.47				0.0	22,075.47
60000-Row Acq. Admin	272,852.83	272,852.83		272,852.83	100.0	
60100-Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00	37,100.00		37,100.00	100.0	
60220-Appr Svc/Sub	106,000.00	106,000.00		106,000.00	100.0	
60300-Appraisal Rvw	22,525.00	22,525.00		22,525.00	100.0	
60301-Apprais Update	9,500.00		2,000.00	2,000.00	21.1	7,500.00
60330-Appr Rev/Sub	19,875.00	19,875.00		19,875.00	100.0	
60400-Parcel Negtion	185,500.00	141,400.00	12,600.00	154,000.00	83.0	31,500.00
60500-Clsng Srvs Fee	10,600.00	5,180.00	1,200.00	6,380.00	60.2	4,220.00
60600-Relocation Srv	12,000.00		12,000.00	12,000.00	100.0	
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,612.60	1,632,757.46	39,272.27	1,672,029.73	96.1	68,582.87
16002-Rdwy Dsg-2 Set	34,566.98	33,875.64	691.34	34,566.98	100.0	
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324216
INVOICE DATE: 07/31/12

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	1,740,612.60	1,632,066.12	39,963.61	1,672,029.73	96.1	68,582.87

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	1,672,029.73
LESS PREVIOUS INVOICES	$	1,632,066.12
CURRENT PAYMENT DUE	$	39,963.61

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 8/1/12
GOODS/SERVICES RECEIVED BY
Coren Flores ON 7/31/12

2-1315-431-00-123_070-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324217
INVOICE DATE: 07/31/12

SIGN: [signature]
REQ# 156848
PO# 625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2012.						
13020-ROW Map/Sub	99,200.00	99,200.00		99,200.00	100.0	
15001-Surv.Plans&Des	16,611.68	15,781.10	830.58	16,611.68	100.0	
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	124,264.00	2,536.00	126,800.00	100.0	
16102-Hydraulic Dsgn	20,000.00	19,600.00	400.00	20,000.00	100.0	
16104-Outfall Dsgn	20,000.00	19,600.00	400.00	20,000.00	100.0	
16201-Signing	10,000.00	9,800.00	200.00	10,000.00	100.0	
16202-Pvmt Marking	8,000.00	7,840.00	160.00	8,000.00	100.0	
16303-Signal/Ill	8,490.57	8,490.57		8,490.57	100.0	
16230-Signal/Ill Sub	30,000.00	30,000.00		30,000.00	100.0	
16302-Traf Cntrl Pln	15,000.00	14,700.00	300.00	15,000.00	100.0	
16304-Irrigation	15,000.00	14,700.00	300.00	15,000.00	100.0	
16306-Qty Specs	15,000.00	14,700.00	300.00	15,000.00	100.0	
16307-Utilities	15,000.00	14,700.00	300.00	15,000.00	100.0	
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	145,172.17	145,172.17		145,172.17	100.0	
60100-Title Services	19,200.00	19,200.00		19,200.00	100.0	
60200-Appraisal Srv	22,400.00	21,011.20		21,011.20	93.8	1,388.80
60220-Appr Svc/Sub	64,000.00	60,000.00		60,000.00	93.8	4,000.00
60300-Appraisal Rvw	13,600.00	12,321.60		12,321.60	90.6	1,278.40
60301-Apprais Update	4,500.00				0.0	4,500.00
60330-Appr Rev/Sub	12,000.00	10,875.00		10,875.00	90.6	1,125.00
60400-Parcel Negtion	112,000.00	60,200.00	3,500.00	63,700.00	56.9	48,300.00
60500-Clsng Srvs Fee	6,400.00	600.00	380.00	980.00	15.3	5,420.00
60600-Relocation Srv	6,000.00		6,000.00	6,000.00	100.0	
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS:	875,185.40	777,585.66	15,606.58	793,192.24	90.6	81,993.16
16002-Rdwy Design	14,133.02	13,850.36	282.66	14,133.02	100.0	
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-18,283.02	-18,283.02		-18,283.02	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324217
INVOICE DATE: 07/31/12

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	875,185.40	777,303.00	15,889.24	793,192.24	90.6	81,993.16

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	793,192.24
LESS PREVIOUS INVOICES	$	777,303.00
CURRENT PAYMENT DUE	$	15,889.24

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[signature] ON 8.1.12
GOODS/SERVICES RECEIVED BY
Comm. Flores ON 7/31.12

2-1315-431-00-123-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324219
INVOICE DATE: 07/31/12

SIGN: [signature]
REQ# 200883
PO# 63965

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2012.						
13002-ROW Mapping	14,200.00	14,200.00		14,200.00	100.0	
13003-Utility Adjust	45,878.34	38,996.59		38,996.59	85.0	6,881.75
13020-ROW Map/Sub	27,000.00	25,650.00		25,650.00	95.0	1,350.00
15001-Rdwy Dsgn Srvy	21,600.00	21,600.00		21,600.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Field Srvy/Sub	15,300.00	14,535.00		14,535.00	95.0	765.00
16001-Rdwy Dsg-PS&E	73,500.00	58,800.00	2,205.00	61,005.00	83.0	12,495.00
16101-Hydro Map	30,000.00	25,500.00	900.00	26,400.00	88.0	3,600.00
16201-Signing	11,329.30	9,629.91	566.46	10,196.37	90.0	1,132.93
16202-Pavement Mrkng	6,323.80	5,375.23		5,375.23	85.0	948.57
16250-Signal Dsg/Sub	12,974.89				0.0	12,974.89
16304-Irrig Design	15,000.00	12,750.00	750.00	13,500.00	90.0	1,500.00
32002-Const Mgmt	72,000.00				0.0	72,000.00
60000-Row Acq. Admin	58,500.00	43,875.00		43,875.00	75.0	14,625.00
60100-Title Services	5,400.00				0.0	5,400.00
60200-Appraisal Srv	6,300.00				0.0	6,300.00
60220-Appraisal/Sub	18,000.00				0.0	18,000.00
60300-Appraisal Rvw	3,825.00				0.0	3,825.00
60330-Appr. Rev/Sub	3,375.00				0.0	3,375.00
60400-Parcel Negtion	32,400.00				0.0	32,400.00
60500-Clsng Srvs Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	285,911.73	4,421.46	290,333.19	59.2	200,273.14

INVOICE RECEIVED BY
[signature] ON 8/1/12
GOODS/SERVICES RECEIVED BY
[signature] ON 7/31/12
2-1342-431-00-123-094-0-731

[signature]
PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	490,606.33
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	490,606.33
TOTAL COMPLETED TO DATE	$	290,333.19
LESS PREVIOUS INVOICES	$	285,911.73
CURRENT PAYMENT DUE	$	4,421.46

MX

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324215
INVOICE DATE: 07/31/12

SIGN: Ca. m. Flow
REQ# 218312
PO# 672761

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120102
Mile 2 N. WA#2
Inspiration to Moorefield Rd
PO#672761

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2012.						
13002-ROW Mapping	27.500.00	26.125.00	1.375.00	27.500.00	100.0	
13003-Utility Adjust	57.700.00	49.045.00		49.045.00	85.0	8.655.00
13020-ROW Map/Sub	18.000.00	17.100.00		17.100.00	95.0	900.00
15001-Rdwy Dsgn Srvy	6.700.00	6.700.00		6.700.00	100.0	
15005-Outfall Survey	15.000.00	15.000.00		15.000.00	100.0	
15010-Rdwy Dsgn/Sub	9.700.00	9.215.00		9.215.00	95.0	485.00
16001-Rdwy Dsg-PS&E	40.000.00	32.000.00	1.200.00	33.200.00	83.0	6.800.00
16102-Hydro Design	24.467.42	20.797.31	734.02	21.531.33	88.0	2.936.09
16201-Signing	17.645.01	14.998.26	882.25	15.880.51	90.0	1.764.50
16202-Pavement Mrkng	14.344.06	12.192.45		12.192.45	85.0	2.151.61
16205-Signal Design	10.000.00	6.594.98		6.594.98	65.9	3.405.02
16270-Flsh Beacn/Sub	6.487.45				0.0	6.487.45
16304-Irrig Design	25.000.00	21.250.00	1.250.00	22.500.00	90.0	2.500.00
60000-Row Acq. Admin	29.592.00	19.234.80		19.234.80	65.0	10.357.20
60100-Title Services	3.600.00				0.0	3.600.00
60200-Appraisal Srv	4.200.00				0.0	4.200.00
60220-Appraisal/Sub	12.000.00				0.0	12.000.00
60300-Appraisal Rvw	2.100.00				0.0	2.100.00
60302 Aprasal Update	408.00				0.0	408.00
60330-Appr. Rev/Sub	2.700.00				0.0	2.700.00
60400-Parcel Negtion	21.000.00				0.0	21.000.00
60500-Clsng Srvs Fee	1.200.00				0.0	1.200.00
TOTALS:	349.343.94	250.252.80	5.441.27	255.694.07	73.2	93.649.87

INVOICE RECEIVED BY
[signature] ON 8/1/12
GOODS/SERVICES RECEIVED BY
Ca. Flow ON 7/31/12
2-13 42-431-W-123-099-0-841

[signature]
PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	349.343.94
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	349.343.94
TOTAL COMPLETED TO DATE	$	255.694.07
LESS PREVIOUS INVOICES	$	250.252.80
CURRENT PAYMENT DUE	$	5.441.27

MR

AI-33637 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring sheet for the purpose of Commissioners Court declaring the sole member of the County's approved "pool" of professional appraisers and/or review appraiser services providers-HLH Appraisal Services as "qualified" so as to proceed with the next phase of the process-negotiating (for on call services) for Pct #4 projects;

c. Authority for the Purchasing Department to negotiate a professional services contract with the sole qualified/ranked firm of HLH Appraisal Services for: the provision of professional review appraisal services (on call services) for Pct. #4 projects.

BACKGROUND

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 09:22 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:46 AM
Manuel Chapa	Manuel Chapa	08/17/2012 02:53 PM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Nielda Cavazos Started On: 08/08/2012 03:11 PM

Final Approval Date: 08/17/2012

HIDALGO COUNTY PRECINCT NO 4

FOR

Professional Appraisal Review Services

(on call services)

Scoring & Evaluation GRID

Appraisal Review Services

Total Scores	HLH Appraisal Services
Evaluator 1	100
RANKING	

*Scoring & Evaluation was completed by Pct No 4 *

AI-33639 **Purchasing Department 19. C. 2.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services providers (re: on call services) for Pct No. 4 projects;

Total	Dos Land Surveying	Rodriguez Engineering	RODS Surveying
Evaluator 1	97	95	93
Ranking			

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of _____ for: the provision of professional surveying services (re: on call services) for Pct #4 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Precinct must have budgeted funds to cover any request for services.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 09:22 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:47 AM
Manuel Chapa	Manuel Chapa	08/17/2012 02:55 PM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Nielda Cavazos Started On: 08/08/2012 03:34 PM

Final Approval Date: 08/17/2012

HIDALGO COUNTY PRECINCT NO 4
FOR
Professional Surveying Services
(On call services)
Scoring & Evaluation GRID

Surveying Services

Total Scores	Dos Land Surveying	Rodriguez Engineering	RODS Surveying, Inc
Evaluator 1	97	95	93
Average			
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-33638 **Purchasing Department 19. C. 3.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Geotechnical (Engineering) Services Providers (re: on call services) for Pct. #4 Projects;

Total Scores	L&G Engineering	PSI Engineering	Terracon
Evaluator 1	99	98	95
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (Construction Management Services) contract with the No. 1 ranked firm of _____ for: the provision of professional Geotechnical (engineering) services (re: on call services) for Pct. #4 projects.

BACKGROUND

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2012 10:53 AM
Budget & Management	Merlen P. Munoz	08/10/2012 04:48 PM
Manuel Chapa	Manuel Chapa	08/15/2012 11:18 AM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Nielda Cavazos Started On: 08/08/2012 03:21 PM

Final Approval Date: 08/17/2012

HIDALGO COUNTY PRECINCT NO 4

FOR

Geo- Technical Services

(On call services)

Scoring & Evaluation GRID

Geo-Technical Services

Total Scores	L&G Engineering Laboratory	PSI Engineering	Terracon
Evaluator 1	99	98	95
Average			
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-33782 **Purchasing Department 19. C. 4.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of Supplemental Agreement No. 1 under (C-11-234-09-13) current contract with L&G Consulting Engineers, Inc. for the "FM 1925-from Kenyon Road to FM 907 (Alamo Road) to include realignment of N. Alamo Road. "

b. Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 (an increase in the amount of $221,040.00),for current contract with L&G Consulting Engineering, Inc. for the "FM 1925-from Kenyon Road to FM 907 (Alamo Road,") for Hidalgo County Precinct No. 4. C-11-234-09-13

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1341-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Funding pending approval of interdepartmental transfer (AI# 33784)

Attachments

Supplemental No. 1 to C-11-234-09-13

Contract & Work Authorization No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 02:53 PM
Budget & Management	Merlen P. Munoz	08/17/2012 02:57 PM
Manuel Chapa	Manuel Chapa	08/17/2012 03:31 PM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Rocio Villarreal Started On: 08/17/2012 09:08 AM

Final Approval Date: 08/17/2012

L&G Engineering
Transportation Consultants

August 17, 2012

The Honorable Joseph Palacios
Commissioner, Hidalgo County Pct. No. 4
Attn: Marcos Lopez
1051 N. Doolittle
Edinburg, Texas 78539

RE: FM 1925 Project (C-11-234-09-13)
Limits: from Kenyon Road to FM 907 (N Alamo Road)

Dear Commissioner Palacios:

As requested, attached is the Supplemental to the contract.

Should you have any questions, please feel free to give me a call at (956) 565-9813.

Sincerely,

for: Marcelo G. Garza

Jacinto Garza, P.E.
CEO/President

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

To Contract C-11-234-09-13

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and L&G Consulting Engineers Inc. d/b/a L&G Engineering, Professional Engineers of, Mercedes, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 13 the day of September 2011 concerning engineering for "FM 1925 from Kenyon Road to FM 907 (Old Alamo Road) (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 9 of the **Agreement**, (Additional Work), establishes that if additional work has been added to the project, and,

WHEREAS, it has become necessary to amend the contract to

(1) Extend the limits to Contract to include the Re-alignment of Alamo Road from Fm 1925 North approximately 0.5 miles as identified on the attached Exhibit A.
(2) Increase the Engineering scope of work of the contract to the revised project limits.
(3) Revise the Contract Exhibit D-1 "Fee Schedule" as attached.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 2 of the **Agreement,** (Character and Extent of Services), is revised to

(1) Extend the limits to Contract to include the Re-alignment of Alamo Road from Fm 1925 North approximately 0.5 miles as identified on the attached Exhibit A.
(2) Increase the Engineering scope of work of the contract to the revised project limits.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE ENGINEER:
ENGINEER

BY: _____
Jacinto Garza, P.E., President

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
Exhibit A "Location Map"
Revised Exhibit D-1 "Fee Schedule"

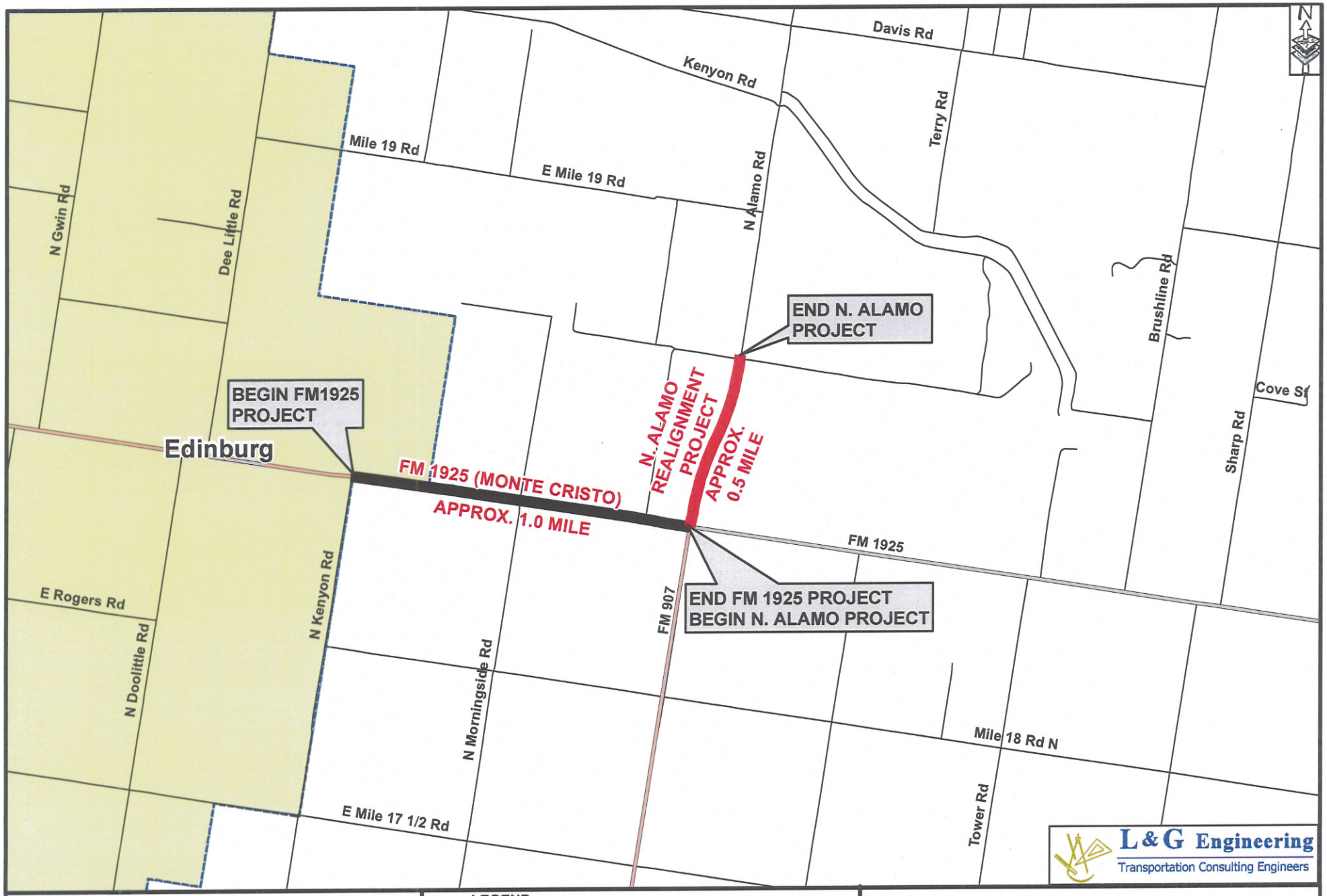


EXHIBIT A
FM 1925 & NORTH ALAMO ROAD LOCATION MAP

LEGEND
- FM 1925
- N. ALAMO ROAD (FM 907)
- CITY LIMITS
- STATE ROADS
- STREETS

2,000 1,000 0 2,000
Feet

1 inch = 2,000 feet

G:\FM1925 1-18-07\FM1925 LOCATION 1-12-11.mxd

REVISED EXHIBIT D-1

FM 1925 & NORTH ALAMO RD. EXTENSION PROJECT

ROADWAY PROJECT:	FM 1925 PROJECT		N. Alamo Rd. Realignment & Rev FM 1925 Alignment		
LIMITS: ...**PHASE I**	Kenyon East to FM 907		From FM 1925 North		
LIMITS: ... **PHASE II**	FM 907 East to FM 88		1/2 Mile to Connect at Existing Co. Rd.		
EXISTING ROADWAY SECTION:	40' -- Rural		New Location		
EXISTING ROW WIDTH:	80 Varies		New Location		
PROPOSED ROADWAY SECTION:	4-lane divided urban with Grade Separations (FM 907, Hid Loop, FM 493 &		Proposed 28 ft Rural Roadway		
PROPOSED ROW WIDTH:	Varies 120ft - 150ft		Varies Proposed 120ft		
ESTIMATED CONSTRUCTION COST**PHASE I**	**$4,000,000.00**				$350,000.00
ESTIMATED CONSTRUCTION COST**PHASE II ROADWAY FM1925**	$28,000,000.00				
ESTIMATED CONSTRUCTION COST**PHASE II COUNTY ROAD CONNECTIONS**	$6,000,000.00				
ESTIMATED CONSTRUCTION COST**PHASE II OVERPASSES (4 ESTIMATED)**	$35,000,000.00				
ESTIMATED CONSTRUCTION COST**PHASE II**	**$69,000,000.00**				
LENGTH: **PHASE I**	1 Miles		.5 Miles		
LENGTH: **PHASE II**	7 Miles				

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1 (Part I of Phase I)				***Suppl. No. 1 to Work Auth. No. 1***
PHASE I - PLANNING & PUBLIC INVOLVEMENT				
Schematic **PHASE I**		$ 57,600.00		$ 5,040.00
Hydrological Map		$ 30,000.00		$ 5,000.00
Surveys for Schematic (Preliminary ROW Mapping, H&V Contro**PHASE I**		$ 20,000.00		$ 12,000.00
Coordiate Environmental Assessment with TxDO**PHASE I**		$ 35,000.00		$ -
Suppl to Revise Env Doc Necessary for New Rev Scope of Phase I incl Realign of Alamo Rd				$ 50,000.00
Archeological Investigation				$ 10,000.00
Historical Research				$ 10,000.00
Limited Public Involvement for Environmental Assessmer**PHASE I**		$ 20,000.00		$ -
SUB-TOTAL BUDGET FY 2012	$ -	**$ 162,600.00**		**$ 92,040.00**
PHASE I - DESIGN, ROW MAPPING & UTILITIES				
Compensible Utilities, Management Oversight (Est 2 Utilites on FM 1925 and 4 on N Alamo)	$ -	$ 22,500.00		$ 40,000.00
ROW Map (Estimated 15 Parcels for FM 1925) (Estimated 5 Parcels for Alamo Rd. Realignment)		$ 52,500.00		$ 25,000.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 75,000.00**		**$ 65,000.00**
PHASE I- ROW ACQUISTION				
Right-of-Way Costs- Acq.Services @ (est. 15 Parcels @ $12,800/Parcel Avg. for FM 1925 and 5 for North Alamo Rd)		$ 192,000.00		$ 64,000.00
Roadway Right-of-Way Costs- (40 ft. for 1 mile @ $3.00/sq ft)(STATE 98%)(LOCAL=2%) After "EDC" for FM 1925	$ 620,928.00	$ 12,672.00	$ 160,000.00	$ 40,000.00
(for N. Alamo Road Re-Alignment (120' x 2640' of New ROW))				
Relocated Homes/Businesses	$ -	$ -		
Transmission line Adjustments and High Pressure Gas lines(STATE 98%)(LOCAL=2%)	$ -	$ -		
SUB-TOTAL BUDGET FY 2012	$ 620,928.00	**$ 204,672.00**		**$ 104,000.00**
TOTAL PART I OF PHASE I		**$ 442,272.00**		**$ 261,040.00**
WORK AUTHORIZATION NO. 2 (Part II of Phase I)				
PHASE I - DESIGN, ROW MAPPING & UTILITIES				
Field Surveys for Design and Construction		$ 40,000.00		$ 28,000.00
PS&E Development		$ 320,000.00		$ 28,000.00
Signal Design		$ 60,000.00		$ 12,000.00
Permitted Utilities Coordination	$ -	$ 22,500.00		$ 16,000.00
SUB-TOTAL	$ -	**$ 442,500.00**		**$ 84,000.00**
PHASE I - CONSTRUCTION				
ROADWAY CONSTRUCTION COST	$4,000,000.00		$ 350,000.00	$ 17,500.00
TxDOT Construction Inspection(11%)	$ 440,000.00			
L&G Construction Management		$ 56,000.00		$ 18,000.00
SUB-TOTAL	$ 4,440,000.00	**$ 56,000.00**		**$ 35,500.00**
TOTAL PART II OF PHASE I		**$ 498,500.00**		**$ 119,500.00**
SUB-TOTAL	$5,060,928.00	$ 940,772.00	$ 510,000.00	$ 380,540.00

Work Authorization No. 1 (Part I of Phase I)	**FY 12**	$ 429,600.00	**ISSUED**
Supplemental No.1 to Work Auth. No. 1	**FY 12**	$ 221,040.00	**NOT ISSUED**
Work Authorization No. 2 (Part II of Phase I)	**FY 12**	$ 600,500.00	**NOT ISSUED**

TOTAL ESTIMATED COUNTY COST: **$ 1,321,312.00** 19.17%

TOTAL ESTIMATED PROJECT COST: **$6,892,240.00**

State/Fed Estimated Cost

Local Estimated Cost

COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS $ 70,172.00

8/17/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-234-09-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for the **"FM 1925 (from Kenyon Road to FM 907 (Old Alamo Road))"** project for **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as

identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment

of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached

hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as **"Request for Payment"**). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**)

which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified In Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached

hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to **the Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at **the Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These

changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all

the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information

relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as

compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for

clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner,** is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County **1615 S. Closner, Suite J** **Edinburg, Texas 78539**	**L & G Consulting Engineers , Inc.** **2100 West Expwy 83** **Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no

previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for

which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 2011.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/13/11

ATTEST: _____
Arturo Guajardo, Jr., County Clerk

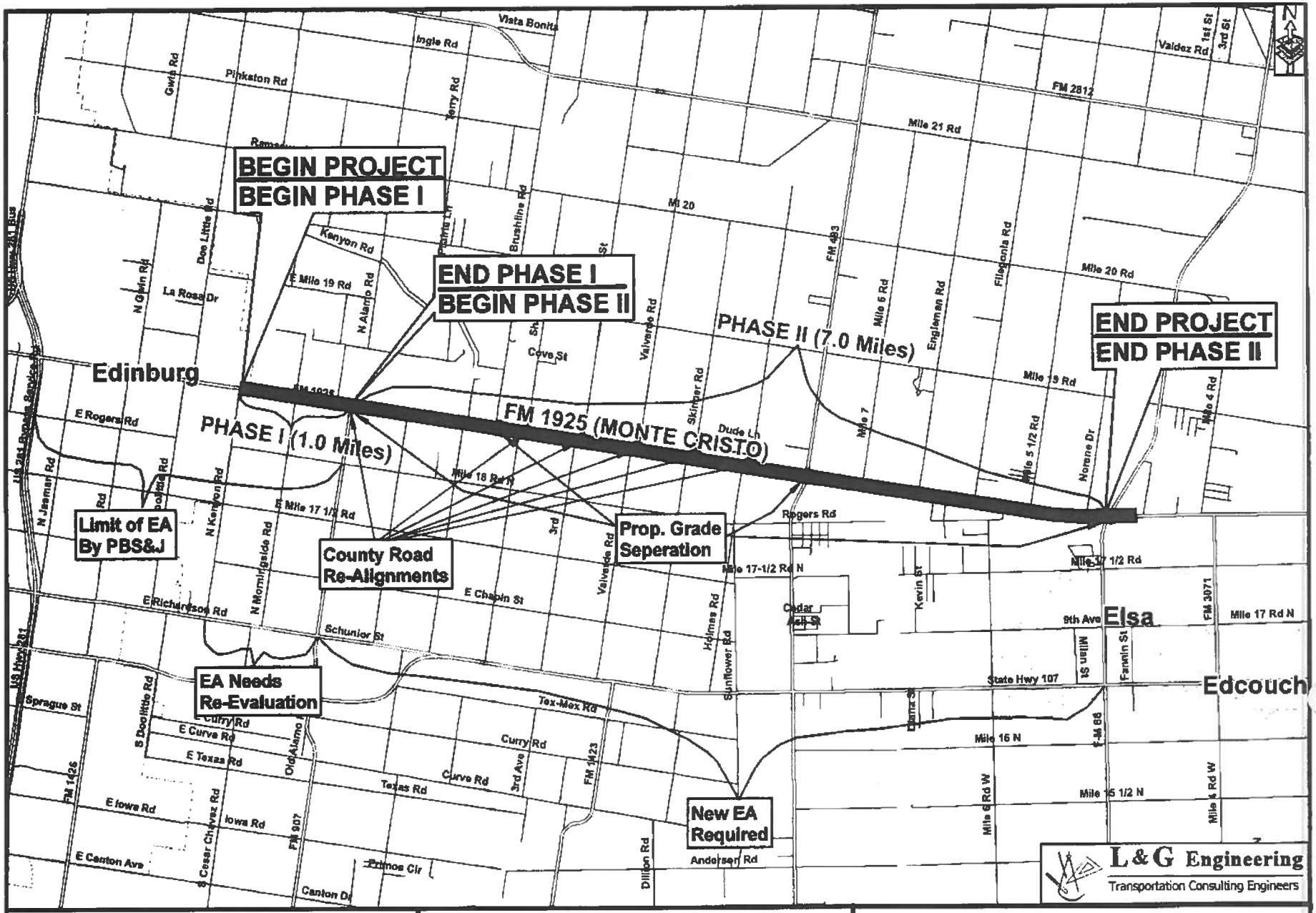
Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D1 - Fee Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*



FM 1925
LOCATION MAP

APPROX. PROJECT LENGTH 8.0 MILES

LEGEND

- FM 1925
- CITY LIMITS
- STATE ROADS
- STREETS
- HIDALGO COUNTY RMA
- FUTURE HIDALGO LOOP PROJECT

6,000 3,000 0 6,000
Feet

1 inch = 6,000 feet

G:\FM1925 1-18-07\FM1925 LOCATION 6-15-16.mxd

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County: Hidalgo County

Control: 1803-02-028

Project/Description: Schematic Design, Right-of-Way Mapping, Acquisition Services and PS&E Design for the FM 1925 Project

Length: 1.0 Mile

Highway: FM 1925

Limits: from Kenyon Road to FM 907 (Old Alamo Road) - (1.0 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-234-09-13
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner,**" and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Roadway Schematic, Hydrologic Map, Schematic Surveys, Coordinate Environmental Assessment with TxDOT, Limited Public Involvement for Environmental Assessment, Compensable Utilities Management Oversight, ROW Map, Right-of-Way Acquisition Services for the FM 1925 Project (Phase I) from Kenyon Road to FM 907 (Old Alamo Road).

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$429,600.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" – Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 1-1336-431-00-124-076-0-731
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

Req# 1365
Req# 203051

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on August 9, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia,
County Judge

Approved by Commissioners' Court
on 9/13/11RW

ATTEST: Arturo Guajardo Jr.

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

AI-33744 **Purchasing Department 19. C. 5.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to a request by Pct. #4 for approval to "terminate" the Agreement for Professional Services & Supplemental #1 with TEDSI Infrastructure Group, Inc. in connection to Contract #C-05-199-05-10 for Project:"10th Street Extension between SH 107 and FM 1925 (Monte Cristo Road) for Hidalgo County Precinct # 4, stated (under Article 3.4 (5)-Termination by Owner without cause upon thirty (30) days written notice to the Engineer).

BACKGROUND

Agreement #C-05-199-05-10-TEDSI Infrastructure Group Inc-Pct 4
Supp #1-TEDSI-C-05-199-05-10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

There is no budgetary impact as services rendered to date have been paid.

Attachments

C-05-199-05-10 & Supp#1-TEDSI

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 03:39 PM
Budget & Management	Merlen P. Munoz	08/17/2012 03:49 PM
Manuel Chapa	Manuel Chapa	08/17/2012 04:13 PM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Letty Saenz Started On: 08/15/2012 11:18 AM

Final Approval Date: 08/17/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

C-05-199-05-10

THIS AGREEMENT is 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".**

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **PHASE I - Final Right of Way Map, Parcel Acquisition Plats and Metes & Bounds Descriptions; PHASE II - Plans, Specifications and Estimate (PS&E) and PHASE III – Construction Phase Services** for the **10th street Extension from SH 107 to FM 1925 (Monte Cristo Road)** (hereinafter referred to as the **"Project"**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** -***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional

engineering services for the development of the **Project** and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on December 31, 2009 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the

Engineer, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the **Project** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and

submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be determined through a lump sum fee assigned to each work authorization. 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 be 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 (hereinafter 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 reports; additional copies (over 10) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the

Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the **Project** shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith 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 of 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 Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization,** developed by the **Engineer** and approved by the **Owner,** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.**

Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **Project**'s deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization,** unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the **Engineer.** All supplemental agreements will be developed in the form identified in **EXHIBIT "F" –** ***Supplemental Agreement Form,*** attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to 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 of 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** without 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 in 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** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums 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 State 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 from 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 a **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 entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that 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; that the result of **Engineer's** inspection of the **Project** will be suitable for purposes for which the **Project** is designed; and, the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit 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 the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **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 from 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 in 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 requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such

Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million

dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by the **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. Noncollusion. 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 a 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:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission, Texas 78572**

The address may be changed by either party by written notice, and notice so 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. There 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** rights 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.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2005**.

ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas, Executive Vice-President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
J. D. Salinas, Hidalgo County Clerk

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: 5-10-05

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 Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved by Commissioners' Court
on 5-10-05

15. **Hidalgo County – Godfrey Garza:** (SEE EXHIBIT O)

A. Approval of TEDSI Infrastructure Group invoice(s) 256554 & 256610 and authorization for auditor to issue manual check upon audit (FEMA Project)

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

16. **Hidalgo County ROW – Godfrey Garza:** (SEE EXHIBIT P)

A. Requesting exemption from competitive bidding requirements for professional engineering services with TEDSI Infrastructure Group in connection with the 10th St. Extension Project (from SH 107 to FM 1925)

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. Approval to enter into a professional engineering services agreement with TEDSI Infrastructure Group for the 10th St. Extension, Phase I, ROW map, parcel acquisition plats, meet & bounds, Phase II, Plans, specification and estimate (PS &E), Phase III, Construction Phase Services (from SH 107 to FM 1925)

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

C. Approval of Work Authorization #1 with TEDSI Infrastructure Group for Phase I services related to 10th St. project from SH 107 to FM 1925 (ROW map, parcel acquisition plats, metes and bounds descriptions)

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #18.

17. **Pct. #1 – Comm. Handy:** (SEE EXHIBIT Q)

A. Approval of Resolution honoring South Texas School Nurses in recognition of National School Nurses Day, Wednesday, May 11, 2005

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved back to item #5.

Palacios: (SEE EXHIBIT R)

tion supporting El Milagro Clinic expansion

n on this item.

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.

8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

11) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for **Right of Acquisition Individual Plats and Metes & Bounds and Plans, Specifications & Estimate (PS&E) for 10th St. from SH 107 to FM 1925 (Monte Christo).** The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. RIGHT OF WAY DOCUMENT

II. DESIGN PHASE SERVICES – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) 10th St. Extension

III. CONSTRUCTION PHASE SERVICES – CONSTRUCTION MANAGEMENT AND SUPPORT

I. RIGHT OF WAY DOCUMENT

Right-of-Way Documents – For Phase I of 10th Street Extension Project between SH 107 and FM 1925 (Monte Cristo Road), the **Consultant** will utilize **County** examples and provide the following:

1. Prepare final right-of-way plans, field notes and individual parcel maps as needed to properly describe the right-of-way the **County** is to acquire for the preferred route.

2. All procedures involving final right-of-way maps and surveys, field note descriptions, and parcel maps will be in accordance with and according to the Texas Board of Professional Land Surveying Practices Act.

3. All required documents will be in English units.

4. Prepare a final right-of-way layout covering the project area and submit to the **Owner** for approval.

5. Prepare a final right-of-way map (at a scale of 1"=100' (rural), field note descriptions, parcel plats, and area calculation sheets describing parcels of land to be acquired.
    a. Right-of-Way Maps
        (1) Proposed right-of-way lines will be delineated with appropriate bearings, distances, and curve data.
        (2) Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired and, in areas of no proposed acquisition, to the extent necessary to describe the total proposed right-of-way corridor.
        (3) The proposed centerline alignment will be delineated with appropriate bearings, distances, and curve data.
        (4) Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
        (5) League lines and survey lines will be shown and identified by name and abstract number.

(6) County lines and city limit lines will be shown and identified by name.
(7) A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
(8) Monumentation set or foundation will be shown and described as to material and size.
(9) A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
(10) Intersecting streets will be shown and identified by name and right-of-way width.

(11) Utility corridors will be identified as to easement or fee.
(12) Easements and fee strips will be shown and identified by width, owner, and recording data.
(13) Building lines or set-back lines will be shown and identified.
(14) Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
(15) Structures will be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
(16) Structures that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to completely delineate the severed parts.
(17) Parking areas, billboards, and other on-premise signs that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign that is located within the proposed right-of-way corridor.
(18) In cases where structures are located outside the proposed right-of-way corridor and within 10 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line will be shown and identified as to type of improvement.
(19) If the structure is an element of the planimetric, the **Consultant** may electronically "snap to" the structure to determine this shortest distance. However, if this distance is less than three feet, it will be field-verified.
(20) Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
(21) The location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.
(22) Points of commencing and points of beginning will be shown and labeled.
(23) Each parcel of land to be acquired will be identified by a parcel number that will appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel.
(24) An ownership tabulation will be shown that will include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment.
(25) A parent tract inset will be shown for each parent tract that cannot be shown to scale on the right-of-way map.
(26) A note will be included on the title sheet, index sheet, and each map sheet stating the source of bearings, coordinates, and datum used.
(27) Appropriate notes will be included on the title sheet stating the following:
  (a) Month(s) and year abstracting was performed upon which the map is based.
  (b) Month(s) and year field surveys were conducted upon which the map is based.
  (c) Month and year map was completed by the **Engineer**.
(28) All exist. improvements including apparent utility lines, buildings, fences, etc. should be shown and labeled on each map sheet.

(29) Property insets should show the whole property to a reasonable scale, the existing and proposed right of way, and the subdivision name, or volume and page of the conveyance.

(30) The acreage of the part taken should be shown to two decimal places, rounded.

b. ***Field Note Descriptions*** – A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

(1) The field note description will begin with a general description that will include, as a minimum:

(a) **State**, county, and city within which the proposed parcel of land to be acquired is located.

(b) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.

(c) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

(2) The field note description will continue with a metes and bounds description that will include, as a minimum:

(a) A point of commencing (outside property corner).

(b) A point of beginning.

(c) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.

(d) A description (8-1/2" x 14") of all monumentation set or found to include, as a minimum, size and material.

(3) All field note descriptions will be signed and sealed by the Engineers Registered Professional Land Surveyor.

c. ***Parcel Plats***

(1) A parcel plat will be prepared for each parcel of land to be acquired. The **County** has developed standard formats for parcel plats, copies of which the **Consultant** will request and secure for all purposes. Parcel plats will include each and every item of information shown on the right-of-way map that concerns the individual parcel, including a reference to the source of bearings and datum used and note the point of commencing.

(2) All parcel plats will be (8-1/2" x 14") signed and sealed by a Registered Professional Land Surveyor.

7. The **Engineer** will place monuments in the field as follows:

a. The proposed right-of-way lines at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, intersecting property lines.

b. Existing right-of-way lines in areas of no proposed acquisition at all PCs, PTs and angle points.

8. The **Engineer** will provide to the **County** a copy of Instruments of Record.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates (PS&E)

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage
The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing
The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings
The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous
If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:

   a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

11) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actuallyconstructed. The Owner will be furnished five (8) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization,** identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Insert Exhibit D

Contract Rates

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

TEDSI Infrastructure Group, Inc.

LABOR:

Job Description	Contract Rate** 2004	Contract Rate** 2005	Contract Rate** 2006	Contract Rate** 2007	Contract Rate** 2008	Contract Rate** 2009
Engineering						
Principal (QC/QA)	$204.18	$214.39	$225.11	$236.36	$248.18	$260.59
Project Manager (VIII)	$185.95	$195.25	$205.01	$215.26	$226.02	$237.32
Sr. Engineer (V)	$170.16	$178.67	$187.60	$196.98	$206.83	$217.17
Project Engineer (III)	$151.96	$159.56	$167.54	$175.91	$184.71	$193.94
Engineer (I)	$145.85	$153.14	$160.80	$168.84	$177.28	$186.15
Sr. Engineering Designer	$121.53	$127.61	$133.99	$140.69	$147.72	$155.11
Environmental Scientist	$109.41	$114.88	$120.62	$126.66	$132.99	$139.64
Engineering Designer	$104.55	$109.78	$115.27	$121.03	$127.08	$133.44
CADD Operator	$74.16	$77.87	$81.76	$85.85	$90.14	$94.65
Secretary	$66.86	$70.20	$73.71	$77.40	$81.27	$85.33
Surveying						
Reg. Public Land Surveyor	$145.00	$152.25	$159.86	$167.86	$176.25	$185.06
Project Supervisor SIT	$120.00	$126.00	$132.30	$138.92	$145.86	$153.15
Survey Technician	$95.00	$99.75	$104.74	$109.97	$115.47	$121.25
Abstractor	$75.00	$78.75	$82.69	$86.82	$91.16	$95.72
2-man Survey Crew	$125.00	$131.25	$137.81	$144.70	$151.94	$159.54
3-man Survey Crew	$150.00	$157.50	$165.38	$173.64	$182.33	$191.44
4-man Survey Crew	$185.00	$194.25	$203.96	$214.16	$224.87	$236.11

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$500/day
Copies	$.10/ea
Bond Plots	$0.75/sq.ft.
Color Plots	$1.50/sq.ft.
Mylar Plots	$1.60/sq.ft.

***These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Officials

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **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 of this Work Authorization is **for the Engineer to provide**

_____

_____

_____

_____

_____

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. **Estimated Cost.** The estimated lump sum cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. **Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. **Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. **Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Mark W. Lupher, P.E., RPLS

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar Garza, Jr., (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2005** concerning engineering for _____+

_____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes

_____

_____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
[redacted]

BY: _____
Jesse Salinas, (principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County as an Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number

Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip

7.6 Authorized Agent's Phone No. Area Code (_____) _____	Original Signature of Authorized Agent _____ Date _____

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverage's are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

EXHIBIT "G"

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2004

PRODUCER (713)463-4550 FAX (713)463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	
INSURER B: The Hartford Companies	22357
INSURER C: Continental Casualty Company	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	1075066054	09/11/2004	09/11/2005	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	46UETW3241	09/11/2004	09/11/2005	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	1075066054	09/11/2004	09/11/2005	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2004	09/11/2005	[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
C		OTHER Professional Liability	AEA11113771047	09/11/2004	09/11/2005	$2,000,000. Each Claim $2,000,000. Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Byron Johnson

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **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 of this Work Authorization is **for the Engineer to provide Phase I Services for a final Right of Way map, parcel acquisition plats, metes and bounds descriptions for the 10th Street Extension Project between Monte Cristo Road (FM 1925) and Schunior Rd. in Precinct No. 4.**

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **$81,925.00**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Mark W. Lupher, P.E., RPLS

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar Garza, Jr., (County Commissioner)

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: _____
Date: 5-10-05

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide current title reports to Engineer.

6) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

7) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

EXHIBIT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for **Right of Acquisition Individual Plats and Metes & Bounds for 10th St. Extension from Schunior Road to FM 1925 (Monte Cristo).** The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

NOTE: ***This Scope of Services does not include Right-of-Way Acquisition Parcel Plats for 10th Street Extension between Schunior Road and SH 107. It is unclear at this time on what services will be required through previously platted Las Alamedas I & II Subdivisions. A supplemental agreement will be required after a Scope of Services for these subdivisions is better defined.***

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. RIGHT OF WAY DOCUMENT

I. RIGHT OF WAY DOCUMENT

Right-of-Way Documents – For Phase I of 10th Street Extension Project between Schunior Road and FM 1925 (Monte Cristo Road), the **Engineer** will utilize **County** examples and provide the following:

1. Prepare final right-of-way plans, field notes and individual parcel maps as needed to properly describe the right-of-way the **County** is to acquire for the preferred route.

2. All procedures involving final right-of-way maps and surveys, field note descriptions, and parcel maps will be in accordance with and according to the Texas Board of Professional Land Surveying Practices Act.

3. All required documents will be in English units.

4. Prepare a final right-of-way layout covering the project area and submit to the **Owner** for approval.

5. Prepare a final right-of-way map (at a scale of 1"=100' (rural), field note descriptions, parcel plats, and area calculation sheets describing parcels of land to be acquired.
   a. Right-of-Way Maps
   (1) Proposed right-of-way lines will be delineated with appropriate bearings, distances, and curve data.
   (2) Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be

acquired and, in areas of no proposed acquisition, to the extent necessary to describe the total proposed right-of-way corridor.

(3) The proposed centerline alignment will be delineated with appropriate bearings, distances, and curve data.

(4) Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.

(5) League lines and survey lines will be shown and identified by name and abstract number.

(6) County lines and city limit lines will be shown and identified by name.

(7) A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.

(8) Monumentation set or foundation will be shown and described as to material and size.

(9) A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.

(10) Intersecting streets will be shown and identified by name and right-of-way width.

(11) Utility corridors will be identified as to easement or fee.

(12) Easements and fee strips will be shown and identified by width, owner, and recording data.

(13) Building lines or setback lines will be shown and identified.

(14) Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.

(15) Structures will be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

(16) Structures that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to completely delineate the severed parts.

(17) Parking areas, billboards, and other on-premise signs that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign that is located within the proposed right-of-way corridor.

(18) In cases where structures are located outside the proposed right-of-way corridor and within 10 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line will be shown and identified as to type of improvement.

(19) If the structure is an element of the planimetric, the **Engineer** may electronically "snap to" the structure to determine this shortest distance. However, if this distance is less than three feet, it will be field-verified.

(20) Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.

(21) The location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.

(22) Points of commencing and points of beginning will be shown and labeled.

(23) Each parcel of land to be acquired will be identified by a parcel number that will appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel.

(24) An ownership tabulation will be shown that will include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment.

(25) A parent tract inset will be shown for each parent tract that cannot be shown to scale on the right-of-way map.

(26) A note will be included on the title sheet, index sheet, and each map sheet stating the source of bearings, coordinates, and datum used.

(27) Appropriate notes will be included on the title sheet stating the following:
(a) Month(s) and year abstracting was performed upon which the map is based.
(b) Month(s) and year field surveys were conducted upon which the map is based.
(c) Month and year map was completed by the **Engineer**.

(28) All existing improvements including apparent utility lines, buildings, fences, etc. should be shown and labeled on each map sheet.

(29) Property insets should show the whole property to a reasonable scale, the existing and proposed right of way, and the subdivision name, or volume and page of the conveyance.

(30) The acreage of the part taken should be shown to two decimal places, rounded.

b. ***Field Note Descriptions*** – A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

(1) The field note description will begin with a general description that will include, as a minimum:
(a) **State**, county, and city within which the proposed parcel of land to be acquired is located.
(b) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
(c) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

(2) The field note description will continue with a metes and bounds description that will include, as a minimum:
(a) A point of commencing (outside property corner).
(b) A point of beginning.
(c) A series of courses identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
(d) A description (8-1/2" x 14") of all monumentation set or found to include, as a minimum, size and material.

(3) All field note descriptions will be signed and sealed by the Engineers Registered Professional Land Surveyor.

c. ***Parcel Plats***

(1) A parcel plat will be prepared for each parcel of land to be acquired. The **County** has developed standard formats for parcel plats, copies of which the **Engineer** will request and secure for all purposes. Parcel plats will include each and every item of

information shown on the right-of-way map that concerns the individual parcel, including a reference to the source of bearings and datum used and note the point of commencing.

(2) All parcel plats will be (8-1/2" x 14") signed and sealed by a Registered Professional Land Surveyor.

7. The **Engineer** will place monuments in the field as follows:
   a. The proposed right-of-way lines at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, intersecting property lines.
   b. Existing right-of-way lines in areas of no proposed acquisition at all PCs, PTs and angle points.
8. The **Engineer** will provide to the **County** a copy of Instruments of Record.

EXHIBIT "C"

Work Schedule
W.A. #1 – Phase I

NTP	June 1, 2005
Title Reports	June 1, 2005 – August 31, 2005
ROW Strip Map	July 1, 2005 – September 30, 2005
Individual Parcel Plat and M&B	August 1, 2005 – October 31, 2005
Final	September 1, 2005 – November 30, 2005

Exhibit "D"
Work Authorization No. 1

Phase I - Final Right-of-Way Map,
Parcel Acquisition Plats and
Metes & Bounds Descriptions
for
10th Street Extension
Schunior Road to Monte Cristo Road (FM 1925)
(Approximately 40 parcels)*

FEE ESTIMATE

LABOR

RPLS	100	x	$	152.25	=	$	15,225.00
4-Man Survey Crew	200	x	$	194.25	=	$	38,850.00
Survey Technician	200	x	$	99.75	=	$	19,950.00
				Subtotal Labor		**$**	**74,025.00**

DIRECT COSTS

Mileage	1000	x	$	0.40	/mile =	$	400.00
GPS Equipment	15	x	$	500.00	/day =	$	7,500.00
				Subtotal Direct Costs		**$**	**7,900.00**

TOTAL COST (Labor + Direct Costs) $ 81,925.00

***NOTE:**
This Scope of Services does not include Right-of-Way Acquisition Parcel Plats for 10th Street Extension between Schunior Road and SH 107. It is unclear at this time on what services will be required through previously platted Las Alamedas I & II Subdivisions. A supplemental agreement will be required after a Scope of Services for these subdivisions is better defined.

EXHIBIT "F"

Supplemental Agreement Form
Contract No. 05-199-05-10

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.,** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **10th** day of **May, 2005** concerning engineering for 10th Street Extension between Monte Cristo Road (FM 1925) and University (SH 107) (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the **Agreement**, "**Supplemental Agreements**", establishes that a supplemental agreement shall be executed by both parties for changing the original contract; and,

WHEREAS, it has become necessary to amend the contract to extend the termination date of the agreement until completion of the original Exhibit "B" (scope of services).

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, Termination date, is revised to extend the termination date from December 31, 2009 to completion of Exhibit "B" (Scope of services).

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 22nd day of December, 2009.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, (principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

AI-33485 **19. D. 1.**

CC REGULAR

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7)-'an item that can only be obtained from only one source';

b. Approval of a "Sole Source Declaration" with Stenograph, LLC and authority to purchase the continuation of the "CaseCATalyst Software Support & Maintenance"(no signed documents required only purchase order) with said sole source designation remaining in effect as long as County Court at Law #5 possess and utilizes the software in the amount of $842.00 per year through requisition #220861 any other County elected offices, programs, agencies or departments possessing the same equipment and/or software(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-025-001-0-336

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

BUDGETARY IMPACT:

Funds available as of 08/16/2012, refer to Req #00220861.

Attachments

Stenograph-CCL5 Requisition

Stenograph SS Memos

Stenograph Terms & Conditions

Stenograph Email

Sole Source Memo

Texas Local Government Code

Support agreemtent billing info

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:32 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:40 PM
Sylvia Solis	Sylvia Solis	08/16/2012 04:20 PM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Matilde Faz Started On: 07/31/2012 01:21 PM

Final Approval Date: 08/17/2012

Requisition

Req # 00220861

PO #

Date: 08/08/12

Regular
33485
8/21/12

Bill To: x
x

Vendor : 211184
STENOGRAPH LLC
NW 5413
P.O. BOX 1450
MINNEAPOLIS MN 55485-5413

Ship To: COUNTY COURT AT LAW #5
100 N. CLOSNER, 3RD FL
EDINBURG TX 78539

Contact: jguerra
956-318-2460

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	SS 1yr contract for stenograph renewal software agreement	825.00	825.00
1.00	YEAR	SS 1 yr contract for stenograph software-media	17.00	17.00
		Account No	Encumbrance	
		2-1100-412-00-025-001-0-336	842.00	
			Freight	.00
			Total	842.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Stenograph®

April, 2012

To Whom It May Concern:

Thank you for your interest in Stenograph products. Because of the reliability and the quality of workmanship that goes into making our products, court reporters, and captioners all over the world have made Stenograph products the most popular in the court reporting industry.

The **Diamante** writer incorporates TrueStroke™ technology for contact-free writing, triple protection of note files, and AudioSync OTG.

Our **Case CATalyst®** is the most widely-used court reporting software on the market.

Please accept this letter as formal certification that Stenograph, LLC, located in Elmhurst, Illinois, is the sole manufacturer/developer and authorized distributor of the Diamante writer and Case CATalyst software products.

Respectfully,

Judith Wolf

Marketing Product Manager
Stenograph, LLC

Stenograph • 596 W. Lamont Road • Elmhurst, IL 60126-1022
Main Phone: (630) 532-5100 • 800-323-4247 • Fax: (630) 532-5700

www.stenograph.com

Stenograph®

August 2, 2012

To Whom It May Concern:

Thank you for your interest in Stenograph products. Because of the reliability and the quality of workmanship that goes into making our products, court reporters and captioners all over the world have made Stenograph products the most popular in the industry.

These products are sold exclusively in the U.S. and Canada by Stenograph LLC of Elmhurst, Illinois:

- The **Diamante®** writer and the **Wave®** writer
- **Case CATalyst®** software
- **CaseViewNet®** software

Support and maintenance of these products is exclusively available from Stenograph. There are no authorized service providers in the United States or Canada.

Please accept this letter as formal certification from Stenograph of the above information.

Sincerely,

Judith Wolf

Marketing Product Manager
Stenograph, LLC

Stenograph • 596 W. Lamont Road • Elmhurst, IL 60126-1022
Main Phone: (630) 532-5100 • 800-323-4247 • Fax: (630) 532-5700

www.stenograph.com

Stenograph Software Support Agreement Terms and Conditions

Pricing and Fees

- Renewal prices are available on current active agreements and include a $100 discount off of the regular full list price. Any contract renewed after the expiration date will be subject to any applicable reinstatement and/or reactivation fees.
- Prices are stated in U.S. dollars and are subject to any local taxes, duties or fees.
- Any applicable discounts or rebates will only be honored within the stated time frame and/or if eligibility requirements are met. No refunds or price adjustments on prior purchases.
- Published prices are subject to change without notice.
- Your canceled check, credit card billing or paid invoice statement indicates acceptance by Stenograph, L.L.C.
- Software support plans are non-refundable and non-transferable.

Hours and Scope of Coverage

- Business Hour Support is available Monday – Friday 7am - 8pm Central Time, and BCS emergency coverage is 24 hours a day, 7 days a week, excluding company holidays
- Case CATalyst 24-Hour support is available 24 hours a day, seven days a week, excluding company holidays. Calls taken after normal support business hours are handled through a paging system and require a call back to the customer.
- "Per Incident" Calls: Available anytime, excluding company holidays, for supported versions of Case CATalyst, CATalyst VP and CATalyst BCS (Price will vary depending on time of day and contract status. Licensed user must be on current or the last version). Case CATalyst customers with active Support Agreements may call during non-contract hours and pay a reduced "per incident" fee.
- An active support agreement is required to receive software updates from Stenograph.
- No technical support will be given to non-licensed users.
- In an effort to maintain a level of quality support and to ensure fair and equal access for all customers, Stenograph reserves the right to limit support services, convert a Support Agreement to a fee per call basis, or require additional support coverage if the customer uses the service in an irregular, excessive, abusive or fraudulent manner. Examples of such use include but are not limited to a high number of support requests that concern previously resolved issues and/or general usability, repeated posing of questions to which the answer is readily found in available product documentation, or discussion of issues that are not related to technical support.

Support Agreement Benefits

- Telephone and Live Chat support during the times indicated above
- Reduced "Per Incident" pricing outside of stated hours
- Three temporary access codes issued per year
- Free software updates when available with an active support plan
- Free access to online Help Desk
- Free exchange of defective Case CATalyst security device, if needed
- Lost or stolen security devices are not covered
- Reduced price for replacement security device Button Holder

Matilde Faz

From: Elena Gomez [elena.gomez@co.hidalgo.tx.us]
Sent: Thursday, August 02, 2012 3:48 PM
To: 'Matilde Faz'
Cc: 'Darlene Betancourt'; 'Martha Salazar'
Subject: FW: SOLE SOURCE AFFIDAVIT
Attachments: 88154 Annual support reinstatement.08.21.12.pdf; Sole Source Affidavit - Hidalgo County.08.02.12.pdf

Please note that I have asked her to separate the two transactions that she is refereeing to in the bottom email so it would coincide with the requisition; she will be forward that to me as soon as she gets it ready and I will forwarded to you. I hope this is what you need.

Thank you,

Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

From: Carol Dozois [mailto:CDozois@stenograph.com]
Sent: Thursday, August 02, 2012 3:27 PM
To: elena.gomez@co.hidalgo.tx.us
Subject: RE: SOLE SOURCE AFFIDAVIT

Dear Ms. Gomez,

We will accept a purchase order for SQ078463. Please note there will be two separate transactions ($825 plus $17 media) totaling $842.

Please call me if you have any questions or if there is anything else I can do for you.

Thank you,

Carol Dozois I Contract Sales Representative
Stenograph
596 W. Lamont Rd. I Elmhurst, IL 60126
P: 630.532.5100 I 1.800.323.4247 x 5447
stenograph.com

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: August 14, 2012

Re: "Sole Source Declaration" - Stenograph, LLC

Hidalgo County Court at Law #5 purchased software from Stenograph, LL as an upgrade for court reporting equipment in 2010. Stenograph, LLC is the sole manufacturer/developer and distributor of the Diamante writer, Wave writer, Case CATalyst software and CaseViewNet. County Court at Law current posses/utilized the Case CATalyst software.

It has become necessary for the County Court at Law #5 to purchase support and maintenance service for their court reporting software.

Stenograph, LLC is the sole provider for these services for the software(s) identified herein and most specifically the Case CATalyst. There are no authorized service providers in the US or Canada.

Therefore, it is necessary for Hidalgo County to purchase the required maintenance and support services from Stenograph, LLC.

This sole source declaration is valid for any other Elected Offices, Departments, Programs or Agencies purchasing support and maintenance services for the software(s) described and detailed herein for the length of time the equipment, software (including upgrades) is used by Hidalgo County.

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

Stenograph®

Stenograph, L.L.C.
596 W. Lamont Road
Elmhurst, IL 60126

August 2, 2012

Hidalgo County Courthouse
County Court at Law #5
100 N. Closner, 2nd Floor
Edinburg, TX 78539

Renew your support today for continued access to great new software features and a first rate technical support team.

Dear Stenograph Customer,

Your Case CATalyst support is about to expire. Your success as a professional is determined by a number of factors including continuous, optimal performance of your software. To ensure on-going access to valuable software updates so that you're on the most current version, as well as access to our support team, you will want to renew your annual support agreement. ***When you need help, our unparalleled support team will be there for you.***

Please remember that support via telephone and email is available for the current integer version and previous integer version. Renew today to ensure you have the latest version of software.

There are various plan options available. This letter reflects your current plan and serial number(s). Multiple unit prices and STAR membership advantages have been applied where applicable. To learn more about STAR benefits and support plan options, please visit www.stenograph.com.

To complete your renewal, log in at **www.stenograph.com** and renew your plan online; see enclosed sheet for online instructions. You can also complete the form below and fax or mail it to us. For additional information on our various plans or to make any changes to your support plan, please call **800-323-4247, press 1 then 2,** from 7:30 a.m. to 6:00 p.m. Central time, Monday through Friday or email us at **sales@stenograph.com.**

Tear off bottom of this sheet to return with payment.

Customer No.: 88154	**E-mail:**		
Name: Hidalgo County Courthouse			
Contract No. SQ078463		**Agreement Dates :** 08/21/12 - 08/20/13	
Number & Type of Support Covered:		1 Software Support	
Type of Support:	**Unique Identifier:**	**Begin Date:**	**Amount:**
BUSINESS HR SUPPORT	0000WX4H54	08/21/12	842.00

Four easy ways to renew your support agreement !

Online at www.stenograph.com
Call 1-800-323-4247 (Credit Card Payment)
Fax to 1-630-532-5700 (Credit Card Payment)
Mail a check in the enclosed envelope

88154: SQ078463	
Total:	842.00
Tax:	0.00
Total Amount:	**842.00**

☐ Check Enclosed (Make Check for **$ 842.00** payable to Stenograph, L.L.C.)
☐ Visa ☐ American Express ☐ MasterCard ☐ Discover

Card #. ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

Exp. Date:

Signature: Date:

Renewal price reflects a $100 discount off of the contract list price. Any plan renewed after the contract or warranty expiration date will be subject to the full list price and any reactivation fees. Certain terms and conditions apply.

Your payment of this invoice indicates acceptance of and renews the terms of your Original Support Agreement.

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO REFUNDS OR CANCELLATIONS ARE ACCEPTED.

From: Josephine L. Ramirez
To: "Monica Badillo"
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: RE: Declaration of Support - Childrens Advocacy Center
Date: Wednesday, August 15, 2012 9:00:26 AM

Monica,

I have reviewed and approve as to the form of the declaration of support for Estrella's house.

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: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Tuesday, August 14, 2012 5:20 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: Declaration of Support - Childrens Advocacy Center

Hi Josie/Michael,
Can you please review and approve; this is one we do each year.
Thanks,

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)