From:	Peggy Young
To:	"Monica Badillo"
Cc:	"Arcy Duran"; "Elizabeth Cano"
Subject:	Attorney Voucher to be placed on Commissioner"s court
Date:	Monday, December 03, 2012 1:31:11 PM
Attachments:	SERGIO SANCHEZ-VOUCHER.pdf
Importance:	High

Monica,

Attached you will find the Attorney Fees Expense Claim Form for Attorney Sergio J. Sanchez that should be placed on Commissioner's Court for approval as soon as conveniently possible.

The attorneys have four years to bill us for time spent working an indigent defense case. You will note that all of the time claimed in 2008 is past the four year limitation. The amount equates to $6400.00 (8 hrs x $100.00, and 80 hrs x $70.00).

Please contact me if you have any questions.

Respectfully,

Peggy S. Kilgore-Young
Accounts Payable
Hidalgo County Auditor's Office
956-318-2511 ext. 4621
956-292-7605 Fax

AI-35663 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration and Approval of Memorandum of Understanding between the Texas Forest Service, Regional Incident Management Team Member and the County of Hidalgo, with the authority for the County Judge to execute documents for the following County employees:

Rolando Benavides-Hidalgo County Emergency Management
Juan Martinez-Fire Marshal's Office
Carlos Moreno-Right of Way
Karina Cardoza-Public Affairs Division
Michelle Villareal-Public Affairs Division
Horaldo Sanchez-PCT 3 Constable's Office
Eddie Olivarez-Health and Human Services
Lorenzo Ortiz-Safety Division
Armando Guzman-Safety Division
Rolando Casas-Fire Marshal's Office

BACKGROUND

Texas Forest Service will reimburse the County of Hidalgo for all wages, backfilling, travel expenses, personal costs, materials, equipment and supplies associated with the Member's participation in a deployment.

RIMT teams will form Task Forces that will be deployed to disaster stricken areas as requested.

Please note: Only one MOU was provided as an attachment since all are same, only name is changed.

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/10/2012 01:10 PM
Roland Garcia	Rolando Garcia	12/14/2012 04:46 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: SANDRA DELEON Started On: 12/10/2012 10:06 AM

Final Approval Date: 12/14/2012

Memorandum of Understanding

Between
The Texas A&M Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 17th day of September, 2012 by and between the Texas A&M Forest Service, a member of The Texas A&M University System, an agency of the State of Texas (TFS) and Regional Incident Management Team (RIMT) Member Rolando Benavides (Member) and the Participating Agency/Employer Hidalgo County (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this MOU also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOU shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.

G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).

H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT and this MOU.

3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.

5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.

7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.

8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. Maintain support of Employer for participation in RIMT activities.

4. Keep Employer advised of RIMT activities that may require time off from work.

5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.

6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.

8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.

9. Be prepared to operate in the disaster environment.

10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

3. TFS may remove the RIMT Member from the RIMT at any time with or without cause.

VII. TRAINING AND EXERCISES

A. <u>Local RIMT Sponsored Training and Exercises</u>

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).

2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).

2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.

4. All financial commitments herein are made subject to availability of funds from the State.

F. Employment Status

1. The RIMT Member shall remain an employee of Employer and not of TFS at all times.

2. TFS has no obligation to make any payments to or on behalf of the RIMT Member except as expressly stated in this MOU. TFS will not withhold any amount that would normally be withheld from an employee's pay and the RIMT Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOU.

C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.

D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this MOU shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS
Bob Koenig
Chief Response Training Coordinator
200 Technology Way, Suite 1162
College Station, TX 77845
Tel#: 979-458-7340
e-mail: bkoenig@tfs.tamu.edu

Employer
Hidalgo County
Judge Ramon Garcia
1625 S. Closner, Suite J.
Edinburg, TX 78539
Tel#: 956-318-2600
e-mail: ramon.garcia@co.hidalgo.tx.us

Member
Rolando Benavides
1625 S. Closner, Suite G.
Edinburg, TX 78539
Tel#: 956-457-1080
e-mail: rolando.benavides@co.hidalgo.tx.us

XI. GENERAL PROVISIONS

A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOU constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. RIMT Member and Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to RIMT Member or Employer under this MOU may be applied directly toward certain debts or delinquencies that RIMT Member or Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. To the extent applicable, RIMT Member and Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by RIMT Member or Employer that cannot be resolved in the ordinary course of business. RIMT Member or Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XII. ENTIRE AGREEMENT

This MOU along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: Tom G. Boggus
Name: Tom G. Boggus
Title: Director
Date: 10-2-12

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

RIMT MEMBER:

Signature: _____
Name: Rolando J. Benavides
Date: 10-12-12

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas A&M Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM

AI-35779 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: COUNTY JUDGE

Information

CAPTION

Resolution in support of UTB and UTPA merger

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 09:10 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: SANDRA DELEON Started On: 12/14/2012 08:29 AM

Final Approval Date: 12/14/2012

AI-35835 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: COUNTY JUDGE

Information

CAPTION

Approval of Museum Funding Agreement between County of Hidalgo and Mission Historical Museum

BACKGROUND

Legal created agreement for Mission Historical Museum and will provide approval of form via email. Will attach to agenda item as soon as its received.

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1100-451-32-125-031-0-843

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

BUDGETARY IMPACT:

2013 Budget $40,000.00

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 02:44 PM
Roland Garcia	Rolando Garcia	12/14/2012 04:50 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: SANDRA DELEON Started On: 12/14/2012 12:17 PM

Final Approval Date: 12/14/2012

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the_____ day of _____,201____ by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Mission Historical Museum, a Texas non-profit corporation hereinafter referred to as the "Museum".

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Mission, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for acquisition of and maintaining historical objects of Hidalgo County.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to County to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance to County. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest relating to the history of Hidalgo County,

Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Forty Thousand and 00/100ths Dollars ($40,000.00), payable in twelve (12) equal monthly installments, beginning _____ and ending _____.

4. **Term.** The period of this Agreement will be commencing on _____ and ending _____.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting its programs and for any damage to the Museum building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

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

exists.

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

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

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

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

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum: Mission Historical Museum
Attention: Executive Director

_____

_____

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

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

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

15. **Assignment.** This Agreement shall not be assignable.

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

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

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

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County does not appropriate sufficient funds to meet the obligations of the County under this Agreement, then County may terminate this Agreement upon ninety (90) days written notice to Museum. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. 331.001, et. seq.

WITNESS THE HANDS OF THE PARTIES and effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

MISSION HISTORICAL MUSEUM

By: _____
Chairman, Board of Trustees
2012-2014

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

BY: _____
Stephen L. Crain

AI-35845 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Status and update on I-69 Alliance meeting held in Austin, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 04:44 PM
Roland Garcia	Rolando Garcia	12/14/2012 04:56 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Michael Leo Started On: 12/14/2012 04:13 PM

Final Approval Date: 12/14/2012

AI-35697 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Dairyland Insurance Company in the amount of $14,545.07 to settle auto accident claim with County vehicle. (Precinct)

BACKGROUND

DOL: 07/24/12

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

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Dairyland Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/12/2012 09:05 AM
Erika Zamora	Erika Zamora	12/13/2012 04:42 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Aida Alvarez Started On: 12/12/2012 08:36 AM

Final Approval Date: 12/14/2012

CP SCOTTSDALE
PO BOX: 8038
Stevens Point WI 54481

Please retain for your records. No. 44077155

1 1 342 12335 BCLM.F2T70SEN
0027020044342573562478540135656

REFERENCE NO. 400719476
CLAIMANT:
CITY OF HIDALGO

CITY OF HIDALGO
SAFETY DIVISION
PO BOX 1356
EDINBURG TX 78540-1356

CL NO. 92A367866

NOT NEGOTIABLE
$***14,545.07

THIS PAYMENT COVERS--FULL SETTLEMENT OF ALL PROPERTY DAMAGE CLAIMS

D-656B ▼ Detach Here ▼ (10/05

CLAIM ACCOUNT

No. 44077155

WELLS FARGO BANK OHIO, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

56-382
412

CLAIM NO.	DATE OCC.	INSURED	DATE ISSUED
92A367866	07/24/12	NICOLASA GONZALEZ	11/30/12

PAYMENT COVERS	AMOUNT
FULL SETTLEMENT OF ALL PROPERTY DAMAGE CLAIMS	$***14,545.07

FOURTEEN THOUSAND FIVE HUNDRED FORTY-FIVE AND 07/100 DOLLARS

DAIRYLAND COUNTY MUTUAL INSURANCE COMPANY OF TEXAS

PAY TO THE ORDER OF HIDALGO COUNTY

Terry Baars

⑈44077155⑈ ⑆041203824⑆960003168⑈

FRENCH - ELLISON TRUCK CENTER

KENWORTH (1) KEN WORTH

NAME HIDALGO Co. Pct #1 UNIT# 5-024 DATE 8-1-12 BUS. PHONE

ADDRESS CITY STATE ZIP FAX #

YEAR 2004 MAKE FREIGHTLINER MODEL FL70 I.D. NO. 1FVABTAK54HM31395

PAINT CODE WHITE PROD. DATE TRIM BROWN/TAN MILAGE 184710 LICENSE NO.

WRITTEN BY INS. CO CLAIM NO P.O. NO

ADJUSTER PHONE DEDUCTABLE/BETTERMENT

			DESCRIPTION OF DAMAGE	PARTS	LABOR	PAINT	ALT. CODE
1		1	CENTER BUMPER COVERS	595.00	1.5	2.2	GRAY
2		2	LH/RH BUMPER COVERS	871.54	INC	INC	GRAY
3		2	LH/RH BUMPER MOUNT BRKTS	91.80	0.6		
4		1	HOOD SHELL	3724.27	5.0	5.7	
5		1	GRILLE ASSEMBLY	832.60	INC		
6		1	FREIGHTLINER EMBLEM ON GRILLE	24.77	INC		
7		1	RH. HEADLIGHT ASSEM	79.37	INC		
8		1	RH. HEADLIGHT BEZEL	25.27	INC		
9		1	RH. HOOD SIDE SPLASH SHIELD	158.72	INC		
10	A		ALIGN HOOD TO CAB	—	1.0		
11	P		PAINT UNDERSIDE OF HOOD	—	—	2.8	
12		1	RH. FENDER EXTENSION PANEL	574.62	0.9	2.3	
13	R		RH. CAB SIDE COWL PANEL	—	6.5	1.0	
14	R		LH. CAB SIDE COWL PANEL	—	4.5	1.0	
15		2	RH. HOOD STOP BRKTS AT FIREWALL	67.73	0.5		
16	R		RAIN TRAY	—	1.5		
17	R&I		WIPER ARMS (ACCESS)	—	0.4		
18	R		RH. LOWER STEP PLATE (STRAIGHTEN)	—	1.0		
19		1	AC CONDENSOR	648.95	2.4		
20		1	A.C DRYER	43.60	0.5		
21	S		PURGE & CHARGE A.C SYSTEM	65.00	1.4		
22	R&I		ENGINE AIR FILTER ASSEMBLY (ACCESS)	—	0.7		
			TOTALS	7803.24	28.1	15.0	

I hereby authorize the above work and acknowledge receipt of a copy. Signed x

FRENCH-ELLISON Truck Center

STEVE STANLEY
Body Shop Manager

5058 - 5084

4300 North Cage Street
Pharr, Texas 78577
(Highway 281 & Nolana)
OFF. (956)781-2401
FAX (956)702-8432
Texas 1-800-460-2401

PARTS		$ 9388.46
Mech. Labor ____ hrs. @ $		$ —
Body Labor 38.0 hrs. @ $ 65.00		$ 2470.00
Shop Supplies		$ 197.60
PAINT 16.0 hrs. @ $ 65.00		$ 1040.00
Paint Supplies		$ 608.00
Freight		$ —
Sublet		$ —
TAX		$ 841.01
TOTAL		$ 14,545.07

AI-35699 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Allstate Insurance Company in the amount of $21,358.38 to settle total loss auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 09/12/12

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

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Allstate Insurance Company settlement check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/12/2012 09:58 AM
Erika Zamora	Erika Zamora	12/13/2012 05:02 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Aida Alvarez Started On: 12/12/2012 09:21 AM

Final Approval Date: 12/14/2012

Allstate
You're in good hands.

549491648

Check Details

Policy:	638280292	Issued By:	Allstate Indemnity Company
Claim:	0258891225		Texas
Insured:	ESTEVAN SILVA Jr.		KIMBERLY KREGEL
Payee:	HIDALGO COUNTY SHERIFF 711 W EL CIBOLO RD, EDINBURG, TX 78541-9848 US	Check:	549491648
		Issued Date:	12/6/2012
		Amount:	21,358.38
Additional Comments:	In payment for Property Damage Liability for Date of Loss 9/12/2012.		

Payment Type	Method of Settlement	Transaction Reason	Billed Amount	Amount To Pay
HIDALGO COUNTY SHERIFF/Property Damage Liability				
Loss Payment	Total Loss	All Other Property Damage		21,358.38 USD

attn: Fred Reyna

PLEASE RETURN TITLE TO:
280 5457 62 6 5
ALLSTATE INSURANCE
P.O. BOX 1987
COPPELL, TEXAS 75019

C7116-FCP

CLAIM NO
INSURED
CLAIMANT
IN
PAYMENT
FOR

PAY

TO THE
ORDER
OF

Allstate

Bank of America
Customer Connection
Bank of America, N.A.
Atlanta, Dekalb County, Georgia

64-1278
611

549491648

0258891225 Policy 638280292
ESTEVAN SILVA Jr.
HIDALGO COUNTY SHERIFF
In payment for Property Damage Liability for Date of Loss 9/12/2012.

Date 12/6/2012
PMCO 365

Check 549491648
Employee KIMBERLY KREGEL
$ 21,358.38

Twenty-One Thousand Three Hundred Fifty-Eight & 38/100 USD

SECURITY FEATURES INCLUDED; SEE DETAILS ON BACK

HIDALGO COUNTY SHERIFF

Allstate Indemnity Company

711 W EL CIBOLO RD, EDINBURG, TX 78541-9848 US

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

AUTHORIZED SIGNATURES

MP

⑈549491648⑈ ⑆061112788⑆ 329 904 1279⑈

Fred Reyna

From: Avelar, Sebastian (NS MCO) [savel@allstate.com]
Sent: Wednesday, October 31, 2012 3:06 PM
To: fred.reyna@co.hidalgo.tx.us
Cc: Sotelo, Sherri
Subject: Claim: 025891225 Hidalgo County
Attachments: HidalgoCounty2.pdf; Power of Attorney.pdf

Per our conversation, enclosed you will find the power of attorney, please fill in name, county, your home address and sign as your name appears on the title. Please **DO NOT** fill-in the mileage info on this form. Please **DO NOT** sign the title. Please return these original documents to the mailing address found below. Once we receive this documentation we can move forward with issuing payment. Please note the settlement offer for the vehicle is as follows:

ACV: $16,598.00 TAX: $1,037.38 TITLE FEE: $33.00 NET SETTLEMENT: $17,668.38 ✓

In addition, we will issue payment for the police property that was in the vehicle that was also damaged. That breakdown is as follows:

Invoice --- $1610 equipment --- $480 equip install --- $1600 equip install –Total $3690 ✓

Total: $21,358.38

<<HidalgoCounty2.pdf>> <<Power of Attorney.pdf>>

If you have any question, please call me.

Sebastian Avelar
Total Loss Service Representative
North Star Auto MCO
Phone 1-800-726-5004 x58246 / Direct (972)915-8246

Fax 1-866-464-1381

Mailing Address:

Allstate Insurance Company

PO BOX 1987
Coppell, TX 75019

Physical Address & Next Day Deliveries:
Allstate Insurance Company
8711 N. Freeport Pkwy Bldg C-3
Irving, TX 75063

CONFIDENTIALITY NOTE:
This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

AI-35556 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to process payment of claim from Sergio J. Sanchez, Attorney at Law totaling $ 6,400.00 (for invoice period Aug. 2008 - Nov. 2008) in connection with legal representation of indigent defendant, with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor.

BACKGROUND

Attorney failed to timely bill the county (invoice from 2008)
92nd District Court

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 12-7-12.

Attachments

email
bill

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	12/03/2012 03:03 PM
Court Administrator (Originator)	Monica Badillo	12/03/2012 03:11 PM
Budget & Management	Merlen P. Munoz	12/04/2012 09:45 AM
Ivan Cantu	Ivan Cantu	12/07/2012 04:27 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Monica Badillo Started On: 12/03/2012

Final Approval Date: 12/14/2012

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): MAYRA LIZBETH ROSALES

PID	361769	APPOINTMENT DATE	8/3/2008
DEGREE	CAPITAL	DISPOSITION DATE	11/23/2011

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-3379-08-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$2,400.00	$19,880.00	$22,280.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: ~~$17,200~~ TOTAL: ~~$22,280.00~~

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☒ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
8/4/2008	DISCUSSION WITH CO-COUNSEL; RESEARCH		4
8/11/2008	RESEARCH REGARDING PRESENCE IN COURT/CONFINEMENT		8
8/18/2008	RESEARCH		8
8/25/2008	DISCUSSION WITH CO-COUNSEL/PROSECUTOR		8
	REVIEW OF NEW CHARGES		
9/1/2008	REVIEW OF PRETRIAL MOTIONS/EXPERT QUALIFICATIONS		8
9/5/2008	ARRAIGNMENT (DEFENDANT NOT PRESENT)/DISCUSSION	4	4
	REGARDING ARRAIGNMENT WAIVER/DISCOVERY		
9/8/2008	PRESENT FOR ARRAIGNMENT/DISCUSSION WITH EXPERT	4	
9/17/2008	REVIEW OF PRETRIAL MOTIONS/RESEARCH		8
10/15/2008	WITNESS MEETINGS/RESEARCH		8
	TOTAL HOURS	8	56

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
311553	(956) 687-7700	24006617

MAILING ADDRESS: 4842 S. JACKSON RD. EDINBURG, TEXAS 78539

SECTION F — CERTIFICATION

I, SERGIO J. SANCHEZ ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE _____ DAY OF July, 2012

PRESIDING JUDGE (SIGNATURE)

☐ REVIEWED BY INDIGENT DEFENSE OFFICE

Able term States form
Was signed 11/28/12
Case dismissed 11/30/11

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)

DEFENDANT NAME	CASE NUMBER
MAYRA LIZBETH ROSALES	CR-3379-08-A

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
11/5/2008	REQUEST OF BOND/ORDER OF RELEASE/HOME CONFINEMENT		8
11/12/2008	HOME VISIT/RESEARCH FOR PRETRIAL HEARING		8
11/13/2008	PRETRIAL HEARING/PRESENT WITH DEFENDANT AT HER HOME		8
9/10/2009	PRETRIAL HEARING/DISCOVERY	4	4
1/26/2009	RESEARCH/DISCOVERY		8
2/2/2009	WITNESS MEETING/PREPARATION OF STATEMENT		8
2/16/2009	DISCOVERY/RESEARCH/REVIEW OF TRIAL MOTIONS		8
3/16/2009	RESEARCH/DISCOVERY		8
3/24/2009	RESEARCH/DISCOVERY		8
4/15/2009	RESEARCH/DISCOVERY		8
5/1/2009	WITNESS MEETING/PREPARATION OF STATEMENT		8
5/15/2009	WITNESS MEETING/PREPARATION OF STATEMENT		8
6/1/2009	WITNESS MEETING/PREPARATION OF STATEMENT		8
7/6/2009	HOME VISIT/RESEARCH FOR PRETRIAL HEARING		8
8/10/2009	PRETRIAL HEARING/DISCOVERY	4	4
1/15/2010	RESEARCH/DISCOVERY		8
1/29/2010	RESEARCH/DISCOVERY		8
2/15/2010	PREPARATION FOR PRETRIAL HEARING/RESEARCH/DISCOVERY		8
2/16/2010	PRETRIAL HEARING/DISCOVERY	4	4
3/17/2010	DISCOVERY/RESEARCH/REVIEW OF TRIAL MOTIONS		8
4/22/2010	PRETRIAL HEARING/DISCOVERY	4	4
5/19/2010	RESEARCH/DISCOVERY		8
6/16/2010	RESEARCH/DISCOVERY		8
7/14/2010	RESEARCH/DISCOVERY		8
8/18/2010	RESEARCH/DISCOVERY		8
11/17/2010	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
12/15/2010	WITNESS MEETING		4
2/16/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
3/15/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
4/14/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
5/18/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
6/15/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
7/20/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
8/24/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
9/21/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
10/19/2011	DISCUSSION WITH CO-COUNSEL/REVIEW OF PRETRIAL MOTIONS		4
	TOTAL HOURS	16	228

Case No. CR-3379-08-A Record Of Criminal Actions 92Nd District Court Hidalgo County

Rosales, Mayra Lizbeth 622 Yucca St. Apt.#34 S. Exp 83 S.El Faro Rd.	Disposed/Confinement Filed: 08/21/2008	Defense Attorney Valdez, Sergio J.

Date		Volume	Page
11/28/12	Attorney Fees Expense Claim Signed $17,200 SERGIO SANCHEZ	DLOPEZ	11/28/12
02/17/12	Attorney Fees Expense Claim Signed SERGIO VALDEZ $1000	MFUENT	02/17/12
02/17/12	Attorney Fees Expense Claim Signed SERGIO VALDEZ $7300	MFUENT	02/17/12
12/02/11	Copies Mailed To Atty(S) GIVEN TO ATTY SERGIO VALDEZ ON JUDGMENTS OF DISMISSAL -*MV	MVALDE	12/02/11
11/30/11	Judgment Of Dismissal (COUNT THREE), SIGNED BY JUDGE RPR;/DL	269	1012

AI-35828 **Comm. Court Executive Office 7. F.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to pay invoices to Bill McCarthy, attorney in the amount of $ 850.00 for representation of indigent defendants, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor

BACKGROUND

due to attorney not being on the jury wheel; payment must be approved through court.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 12/14/12.

Attachments

vouchers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 01:35 PM
Erika Zamora	Erika Zamora	12/14/2012 04:05 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Monica Badillo Started On: 12/14/2012 11:00 AM

Final Approval Date: 12/14/2012

OXFORD & GONZÁLEZ

Attorneys at Law

BRINKLEY L. OXFORD (1946-2004)
RICARDO GONZÁLEZ, P.C.
AUSTIN H. OXFORD

124 S. 12TH Street
P. O. DRAWER 630
EDINBURG, TEXAS 78539-78540

Telephone (956) 383-5654
Fax (956)381-0002

Of Counsel:
WILLIAM J. McCARTHY

November 20, 2012

Honorable Ramon Garcia
County Judge- Hidalgo County
302 W. University Dr.
Edinburg, Tx 78539

Honorable Ray Eusracio
Auditor- Hidalgo County
2308 Business Hwy 281
Edinburg, Tx 78539

Commissioners- Hidalgo County
PCT 1 Joel Quintanilla
1902 Joe Stephens Dr.
Weslaco, Tx 78596

PCT 2 Hector "Tito" Palacios
300 W. Hall Acres, Suite G
Pharr, Tx 78577

PCT 3 Joseph Flores
724 Breyfogle Rd
Mission, Tx 78574

PCT 4 Joseph Palacios
1051 N. Doolittle Rd
Edinburg, Tx 78542

Gentlemen:

In Re: Attorney's Fees for Court Assigned Cases

Enclosed are approved payments for court appointed criminal cases. Since I am not on the jury wheel and since the county must follow the statute with respect to payments, I am submitting these to the County Auditor, the County Commissioners and the County Judge asking that they be placed on your agenda for approval and payment, Thank you for your time and consideration.

Respectfully,

Bill McCarthy
Oxford/Gonzalez
124 S. 12th St.
Edinburg, Tx 78539

WJM/cdl

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 12/4/12 BY:

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Jorge Castillo Perez

PID	1058530	APPOINTMENT DATE	10/2/2012
DEGREE	MB	DISPOSITION DATE	10/2/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-11-5455-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE		$100.00	$100.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 2,500.00 TOTAL: $350.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
10/2/2012	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case # CR-11-6949-A $50	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$250.00

RECEIVED OCT 11 2012 COUNTY AUDITOR

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
349194	(956) 383-5654	13372500

MAILING ADDRESS: P.O. Box 630, Edinburg, Texas 78540

SECTION F — CERTIFICATION

I, William J. McCarthy ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

W J McCarthy
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 5th DAY OF October, 2012

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Hugo Escobal Gonzalez

PID	899437	APPOINTMENT DATE	10/4/2012
DEGREE	MB	DISPOSITION DATE	10/4/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER	COUNTY COURT 1
CASE NUMBER	CR-12-6472-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	~~$0.00~~	$0.00
OTHER LEGAL SERVICE		~~$50.00~~	~~$50.00~~

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 200 00 — TOTAL: ~~$250.00~~

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C): 200.00

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
10/4/2012	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☑	$200.00
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

RECEIVED BY COUNTY CLERK 2012 OCT 11 AM 11:01

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
349194	(956) 383-5654	13372500

MAILING ADDRESS: P.O. Box 630, Edinburg, Texas 78540

SECTION F — CERTIFICATION

I, William J. McCarthy

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

APPROVED: _____ *PRESIDING JUDGE (SIGNATURE)*

_____ *ATTORNEY AT LAW (SIGNATURE)*

THE 5th DAY OF October, 2012

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Carlos Osmel Gonzalez

PID	439849	APPOINTMENT DATE	10/2/2012
DEGREE	MB	DISPOSITION DATE	10/2/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-12-3052-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE		$50.00	$50.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 200.00 TOTAL: $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C): 200.00

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
10/2/2012	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
349194	(956) 383-5654	13372500

MAILING ADDRESS: P.O. Box 630, Edinburg, Texas 78540

SECTION F — CERTIFICATION

I, William J. McCarthy

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

W/M McCarthy
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 3 DAY OF October 2012

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Noe Mendoza

PID	1374722	APPOINTMENT DATE	9/22/2012
DEGREE	MA	DISPOSITION DATE	9/22/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-12-7155-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
9/22/2012	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
349194	(956) 383-5654	13372500

MAILING ADDRESS: P.O. Box 630, Edinburg, Texas 78540

SECTION F — CERTIFICATION

I, William J. McCarthy ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 26th DAY OF Sept. 2012

REVIEWED BY INDIGENT DEFENSE OFFICE

As per David Sunder @ Indigent def - atty is not on Wheel.

AI-35843 **Comm. Court Executive Office 7. G.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas Agrilife Extension:
1. Requesting permission to allow Brad Cowan to travel to Corpus Christi, Texas to attend a Retirement Reception on Dec. 20, 2012 (use of county vehicle/fuel only)
2. Requesting permission to allow Barbara Storz to travel to Ben Bolt, Texas to attend the Grow'n Growers Class on Dec. 20, 2012

BACKGROUND

2-1100-461-00-380-001-0-583/584

Attachments

travels

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 03:57 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Monica Badillo Started On: 12/14/2012

Final Approval Date: 12/14/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 12/11/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Brad Cowan, CEA-Agriculture

EVENT INFORMATION

TITLE OF EVENT: Retirement for Pete Flores

EVENT DATE(S) FROM: 12/20/12 TO: 12/20/12

DEPARTURE DATE: 12/20/12 RETURN DATE: 12/20/12

LOCATION OF EVENT: CITY: Corpus Christi STATE: Texas

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

X To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ 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	$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	12/11/12	NoraLinda 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 Diaz	12/13/12		292-3025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

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

HIDALGO COUNTY
BUDGET OFFICE
12 DEC 12 PM 5:04

Nora Cruz

From: Elena Almendarez
Sent: Wednesday, December 05, 2012 9:41 AM
To: Adelita Munoz; Al Lopez; Angie Briseno; Barbara Storz; Brad Cowan; Carmen Avila; Christina Perez; Elena Almendarez; Frances Flores; Heidi Arteaga; Janie Perales; Luisa Colin; Mary Patlan; Nora Cruz; Vidal Saenz; Yolanda Rios
Subject: FW: Pete Flores retirement
Attachments: Pete Flores retirement Invit .pdf

From: Sylvia Falcon
Sent: Monday, December 03, 2012 3:10 PM
To: EXT - County Offices D-10; EXT - County Offices D-11; EXT - County Offices D-12; EXT - D10 CEA 4H; EXT - D10 CEA ANR; EXT - D10 CEA FCS; EXT - D11 CEA 4H; EXT - D11 CEA ANR; EXT - D11 CEA FCS; EXT - D12 CEA 4H; EXT - D12 CEA ANR; EXT - D12 CEA FCS; CORPUS CHRISTI - Center; Jim Segers; Mike Alani; John Adamson; Jim Bradford; Chuck Braden; Jay Carper; Gene Curtiss; Weldon Floyd; Michael D. Gerst; Darryl W. Hargrave; Rory Harper; Jill Hughson; Philip Hurley; Alan Kurk; Tom Lyster; Melanie Mattil; Bill H. Morgan; Steven Paz; Karsten Pearce; Aaron Rodriguez; Rosemary Rodriguez; Aimee Sandifeer; Jeffrey Sorelle; Greg Thomas; Summer Wilson; John Willis; Charlie Young
Subject: Pete Flores retirement

As you may have heard, Pete Flores is retiring! We are having a reception for him on December 20th from 3-5. If you would like to contribute to the reception and a gift, please contact me at 361-265-9203. See the attached information.

Hope you can come to make it extra special.

Thanks!

Sylvia Falcon
Lead Office Assistant
D-11
Corpus Christi
361-265-9203

Travel Outside of Hidalgo County in County Vehicle

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

FROM: Hidalgo County Extension Service
DATE: 12/11/2012

Notice to be processed minimum of 24 hours prior to trip

Date(s) Requested: From: 12/20/2012 To: 12/20/2012
Estimated Time Leave: 1:00 PM Est. Time Return: 7:00 PM
Destination: Corpus Christi, Texas
Reason for Trip: Retirement for Pete Flores

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

Name of Driver: Brad Cowan
DL Number: #07015432 ✓ (Texas Only)
Birth Date: 9/7/1954 ✓
Expiration Date: 9/7/2013 ✓

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#: #1FTWW30525EB48635 ✓
Tag Number: #884-793 ✓
Asset Number: #42595

Vehicle VIN#:
Tag Number:
Asset Number:

Signed: Barbara C. Alaniz
Department Head/Designee

Dated: 12/11/2012

D.B.M. Safety Division Checked Insurances:

Date: 12/11/12 4:15pm

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 12/11/12
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: Grow'n Growers Class Visiting Edelen Farms

EVENT DATE(S) FROM: 12/20/12 TO: 12/20/12

DEPARTURE DATE: 12/20/12 RETURN DATE: 12/20/12

LOCATION OF EVENT: CITY: Ben Bolt (Near Alice) STATE: Texas

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.
_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
__X__ To participate in professional organizations related to the employee or official's job assignment.
_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
_____ 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)	$0.00	
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 Storz	12/11/12	NoraLindaCourr	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	12/13/12		292-7025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

HIDALGO COUNTY
BUDGET OFFICE
2012 DEC 12 PM 5 04

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

HIDALGO COUNTY

TEXAS A&M AGRILIFE EXTENSION

To: Grow'n Growers

From: Barbara Storz *Barbara C. Storz*
Extension horticulturist

Date: December 6, 2012

Subject: Up Coming Class and Field Trip *(Revised 12-10-12)*

==========

Wednesday, December 12, 2012, our class will meet at 9:00 at the San Juan Park classroom building with a presentation by Dr. Luis Ribera on "How to Improve Profits" for small producers. He is looking forward to this presentation, so please make every effort to be in class and be on time.

Thursday, December 20, 2012 our class will take a Field Trip to Ben Bolt, Texas (near Alice) to visit the farm of Greg Edelen. Edelen Farms produces grass fed beef, chickens, eggs, sprouts and a few other things. Greg is a friend and has been supporting his family with his small farm for about 18 years – going to Farmer's Markets and selling to restaurants. We are going to pick his brain, talk about marketing tips, prices, and discuss what's going on in the markets at San Antonio and Corpus Christi.

We will depart from our office in Edinburg at 7:00 a.m. and arrive about 9:30 – 9:45 a.m. After our tour and discussion, we will have lunch and return to the Valley about 2:30 p.m. I know from class on Monday, that some of you want to drive and go on to San Antonio. I need to know who wants to ride in the van and who wants to go. I need to let Greg know how many people to plan for and I have to submit information ahead to the Insurance office, so please cooperate and let Elena (my assistant 383-1026) know, by Monday, December 17, if you want to be part of this Field Day adventure and if you are riding in the van. There is no charge for riding in the van, just bring lunch money.

I am also planning an overnight field trip in late February/early March to visit other kinds of farms. I will get the dates to you as soon as everything is confirmed. We will not have class on December 26, but we will have market on the 22nd and on the 29th of December.

For those who were at the meeting on Saturday, we have already gotten more Facebook coverage, a promise by my editor to do a story about our market for the Monitor and we have ordered larger banners for this coming Saturday. More to come.

Texas A&M AgriLife Extension Service
Hidalgo County
410 N. 13th Avenue | Edinburg, Texas 78541
Tel. 956.383.1026 | Fax. 956.383.1735 | http://hidalgo.agrilife.org

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin.
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Nora Cruz

From: Elena Almendarez
Sent: Tuesday, December 11, 2012 8:43 AM
To: Nora Cruz
Subject: Travel - Ben Bolt, TX
Attachments: REVISED - GGP - Speaker & Field Trip.pdf

Nora Linda - Attached is the revised letter regarding Barbara's trip to Edelen Farms in Ben Bolt, Texas. Date was changed to Thursday, December 20, 2012.

Elena Almendarez
Administrative Assistant II
Texas A&M AgriLife Extension Service
Hidalgo County
956/383-1026

TEXAS A&M AGRILIFE EXTENSION

Travel Outside of Hidalgo County in County Vehicle

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

FROM: Hidalgo County Extension Service
DATE: 12/11/2012

Notice to be processed minimum of 24 hours prior to trip

Date(s) Requested: From: 12/20/2012 To: 12/20/2012
Estimated Time Leave: 7:00 AM Est. Time Return: 7:00 PM
Destination: Ben Bolt, Texas
Reason for Trip: Grow'n Growers Class Visiting Edelen Farms

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

Name of Driver: Barbara Storz
DL Number: #10272682 ✓ (Texas Only)
Birth Date: 1/20/1945 ✓
Expiration Date: 1/20/2014 ✓

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: #37766 - 2002 Econoline Van

DL

Vehicle VIN#:
Tag Number:
Asset Number:

Signed: Barbara C. Storz
Department Head/Designee

Dated: 1/20/2012

D.B.M. Safety Division Checked Insurances:

Date: 12/11/12 4:15pm

AI-35841 **Constables 8. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #1:
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY 2013 Grant with the Texas Ranger Division, Texas Department of Public Safety.
2. Approval of Resolution
3. Authorization for County Judge, as authorized official, to sign required documents

BACKGROUND

Grant will be administered by the Texas Ranger Division, TX. Dept. Public Safety. The period of performance is 1/1/2013 - 08/31/2013.

The proposed budget includes overtime and FICA fringe benefit ONLY, and operational expenses.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-291-080-3-XXX

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

BUDGETARY IMPACT:

Appropriation of grant award will take place once award letter is received by grantor. This AI is in relation to submission of grant application.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fringe benefits for retirement, unemployment comp. and workmen's comp. attributed to the overtime hours are to be charged to the Constable Pct. 1 budget (account #3-1100-421-00-291-001-0-xxx)

Attachments

Resolution
application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 02:51 PM
Ivan Cantu	Ivan Cantu	12/14/2012 03:47 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Monica Badillo Started On: 12/14/2012 02:40 PM

Final Approval Date: 12/14/2012

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the Project Title: Local Border Security Program (LBSP-13) be approved for the application and acceptance of any LBSP grant funds that the Texas Department of Public Safety, Texas Rangers Division issues for the period of performance of January 1, 2013 through August 31, 2013; and

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

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

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge Ramon Garcia as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves the submission of the grant application for Hidalgo County Local Border Security Program (LBSP-13)-Hidalgo County project to the Office of Texas Ranger Division, Texas Department of Public Safety and acceptance thereof.

Passed and approved by Commissioners' Court on the 18th of December, 2012.

Signed by:

_____

Ramon Garcia
Hidalgo County Judge

LOCAL BORDER SECURITY PROGRAM FY 2013 (LBSP-13)
APPLICATION

1. APPLICANT NAME (Jurisdiction):	Hidalgo County Constable Department Pct. 1
2. COUNTY:	Hidalgo
3. TYPE:	☐City Government X County Government
4. PAYMENT TYPE:	☒Reimbursement ☐Will you want the ONE TIME advance

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

January 1, 2013 – August 31, 2013

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2013 (LBSP- 13) Guide for information on completing these forms.)

☒ 1. Designation of Grant Officials (Form A-2).
☒ 2. Application for State Assistance (Form A-3). The Authorized Official must sign this form.
☒ 3. Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
☒ 4. Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
☒ 5. Statement of Work (Form A-6)
☒ 6. Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
☒ 7. Copy of local overtime policy
☒ 8. Copy of pay schedule during the grant period
☒ 9. Copy of resolution with the verbiage given in Section 3 number 10 of the LBSP Grant Guidance.

7. CERTIFICATION

This Application, together with the Local Border Security Program FY2013 (LBSP-13) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2013 (LBSP-13) Guide.
The applicant is also assuring that the county (or counties) in which the applicant is located must have an overall 90% average on reporting adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2006 through 2010. This is reported via the Uniform Criminal Report Database (UCR).

Authorized Official (Original Signature)	Date	Grant Performance Officer (Original Signature)	Date
			12-13-12

Form A-1
(11/01)

Mail completed forms and application materials to:

LBSP – 13 Grant Coordinator
C/O Brandy Prinz, Grant Coordinator
Texas Rangers Division
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0602
brandy.prinz@dps.texas.gov

LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP-13)
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP-13)**

GRANT PERIOD:	**January 1, 2013 through August 31, 2013**

AGENCY NAME:	**Hidalgo County Constable Pct. 1**

Grant Performance Officer	**(This is typically your Chief or Sheriff)**
Name	**Celestino Avila Jr.**
Title	**Constable**
Official Mailing Address	1902 Joe Stephens Suite #303 Weslaco, Texas 78596
Daytime Phone Number	**956-447-3775**
Fax Number	**956-447-8614**
E-mail Address	**celestino.avila@co.hidalgo.tx.us**

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	**Raymundo Eufracio, CPA**
Title	**Auditor – Hidalgo County**
Official Mailing Address	2808 South Business Hwy. 281 Edinburg, Texas 78539
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**ray.eufracio@auditor.co.hidalgo.tx.us**

Authorized Official	**(This should be the County Judge, Mayor, or City Manager not the Sheriff or Police Chief)**
Name	**Ramon Garcia**
Title	**County Judge – Hidalgo County**
Official Mailing Address	302 West University Dr. Edinburg, Texas 78539
Daytime Phone Number	**956-318-2600**
Fax Number	**956-318-2699**
E-mail Address	**Ramon.garcia@co.hidalgo.tx.us**

If at any point during the grant period these POC's change make necessary changes and resubmit this form immediately.

Form A-2
(11/01)

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. **NAME OF PROGRAM/ ASSISTANCE:** **LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP- 13)**	2. **APPLICANT STATUS:** ☐ City ☒ Reimbursement ☒ County ☐ One time Advance
3. **START DATE:** **JANUARY 01, 2013**	4. **END DATE:** **AUGUST 31, 2013**
5. **APPLICANT INFORMATION**	
a. Legal Name of Applicant Organization (as it appears on the LSBP- 13 Application/Form A-1): Hidalgo County Constable Department Pct. 1	b. Name & Telephone Number of Grant Performance Officer: Celestino Avila Jr. 956-447-3775
c. Mailing Address: 1902 Joe Stephens Dr. Weslaco, Texas 78596	d. Physical Address (if different from Mailing Address): same
6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #** 746000717	
7. **ESTIMATED EXPENSES:**	
a. Salary & Benefits (from line ___ Form A-4)	144,087.37
b. Travel Expenses (from line ___ Form A-4)	
c. Operating Expenses (from line ___ Form A-4)	
d. Total Expenses (A + B + C)	144,087.37
8. **CERTIFICATION**: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.	
a. Typed Name of Authorized Official:	Ramon Garcia
b. Title of Authorized Official:	County Judge- Hidalgo County
c. Original Signature of Authorized Official:	
d. Date Signed:	

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE:	Local Border Security Program FY 2013
2. APPLICANT NAME:	Hidalgo County Constable Department Pct. 1

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Total Salary & Fringe
Chief Dep.	1	$25.05	$37.58	8	5	$1,503.00	$114.98	$1,617.98
Sgt. Deputy	2	$23.90	$35.85	8	5	$2,868.00	$219.40	$3,087.40
Sr. Deputy4	4	$22.94	$34.41	8	5	$5,505.60	$421.18	$5,926.78
Sr.Deputy2	2	$19.48	$29.22	8	5	$2,337.60	$178.83	$2,516.43
Deputy 1	4	$18.82	$28.23	8	5	$4,516.80	$345.54	$4,862.34
			$0.00			$0.00	$0.00	$0.00
							Total Personnel Estimates	**$18,010.92**

b. Travel & Per Diem Estimate

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

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage				$0.555	**$0.00**
Fuel Costs					
Other Costs					
			Total Operational Cost Estimate		**$0.00**

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 8

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

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

X _____

Signature of Grant Official

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$144,087.37
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$0.00
Total Expenses	**$144,087.37**

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

Reimbursement		ONE TIME Advance Payment Request	
	x		

Form A-4
(11/01)

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

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

NAME OF APPLICANT	GRANT PROGRAM
Hidalgo County Constable Department Pct. 1	Local Border Security Program FY 2013 (LBSP-13)

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

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

Ramon Garcia	County Judge- Hidalgo County
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

(14) **RECORDS.** The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

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

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

CERTIFICATIONS

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

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

Statement of Work (SOW) for LBSP Grant Funds 2013

State Objective of LBSP 2013 Funds

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

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

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

* **Enhance uniformed patrol activities within Hidalgo County Pct 1.**
* **Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies.**
* **Continuation in multi law enforcement operations.**

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

* **Increased number of patrol units with designation of identification, apprehension and disruption of border criminal elements within Hidalgo County Pct 1 and /or border criminal elements who utilize Hidalgo County Pct 1 to facilitate acts of narcotic smuggling, human smuggling and acts of border related violence. Hidalgo County Pct 1 borders Mexico to the south and Cameron County, Texas to the east, both designated at source areas.**
* **Maximize continued efforts with multi-agency intelligence while working operations / details with local state and federal law enforcement agencies within Hidalgo County Pct 1.**
* **Increased timely reports to JOIC, by BIARs and / or by teleconference, based on but not limited to independent intelligence, enforcement actions, suspected smuggling routes and citizen contributions.**
* **Participate in south bound operations at US Ports of Entry. Hidalgo County Pct 1 currently had two (2) ports of entry located within jurisdiction.**

AI-35752 **Constables 8. B.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. 1:
Discussion, consideration and approval to appoint Douglas Montgomery as reserve deputy constable by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code 86.012.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Reserve Deputies are not part of county payroll.

FISCAL YEAR: 2012 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Attachments

LGC 86.012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/13/2012 03:14 PM
Rosalinda Cantu	Rosie Cantu	12/14/2012 02:55 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Monica Badillo Started On: 12/13/2012

Final Approval Date: 12/14/2012

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

consent and approval of the commissioners court.

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AI-35772 **Constables 8. C.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY 13 Grant with the Texas Ranger Division, Texas Department of Public Safety.
2. Approval of Resolution
3. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Ranger Division, TX. Dept. Public Safety. The period of performance is 1/1/2013 - 08/31/2013.

The proposed budget includes overtime and FICA fringe benefit ONLY, and operational expenses.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-294-080-3-xxx

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

BUDGETARY IMPACT:

No local match is required

Fringe benefits for retirement, unemployment comp. and workmen's comp. attributed to the overtime hours are to be charged to the Constable Pct. 4 budget (account #3-1100-421-00-294-001-0-xxx)

Attachments

resolution

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/13/2012 04:47 PM
Erika Zamora	Erika Zamora	12/14/2012 05:07 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Joel Rivera Started On: 12/13/2012 04:28 PM

Final Approval Date: 12/14/2012

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the Project Title: Local Border Security Program (LBSP-13) be approved for the application and acceptance of any LBSP grant funds that the Texas Department of Public Safety, Texas Rangers Division issues for the period of performance of January 1, 2013 through August 31, 2013; and

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

WHEREAS, Hidalgo County Commissioners' Court designates that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County assures that the funds will be returned to the Texas Ranger Division in full; and

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge Ramon Garcia as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves the submission of the grant application for Hidalgo County Local Border Security Program (LSBP-13) – Hidalgo County project to the Office of Texas Ranger Division, Texas Department of Public Safety and acceptance thereof.

Passed and approved by Commissioners' Court on the 18th of December, 2012.

Signed by:

_____

Ramon Garcia
Hidalgo County Judge

LOCAL BORDER SECURITY PROGRAM FY 2013 (LBSP-13) APPLICATION

1. APPLICANT NAME (Jurisdiction): HIDALGO COUNTY CONSTABLE PRECINCT 4

2. COUNTY: HIDALGO

3. TYPE:
- ☐ City Government
- ☒ County Government

4. PAYMENT TYPE:
- ☒ Reimbursement
- ☐ Will you want the ONE TIME advance

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

January 1, 2013 – August 31, 2013

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2013 (LBSP- 13) Guide for information on completing these forms.)

- ☐ 1. Designation of Grant Officials (Form A-2).
- ☐ 2. Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- ☐ 3. Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- ☐ 4. Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- ☐ 5. Statement of Work (Form A-6)
- ☐ 6. Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
- ☐ 7. Copy of local overtime policy
- ☐ 8. Copy of pay schedule during the grant period
- ☐ 9. Copy of resolution with the verbiage given in Section 3 number 10 of the LBSP Grant Guidance.

7. CERTIFICATION

This Application, together with the Local Border Security Program FY2013 (LBSP-13) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2013 (LBSP-13) Guide.
The applicant is also assuring that the county (or counties) in which the applicant is located must have an overall 90% average on reporting adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2006 through 2010. This is reported via the Uniform Criminal Report Database (UCR).

Authorized Official (Original Signature)	Date	Grant Performance Officer (Original Signature)	Date

Form A-1
(11/01)

Mail completed forms and application materials to:

LBSP – 13 Grant Coordinator
C/O Brandy Prinz, Grant Coordinator
Texas Rangers Division
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0602
brandy.prinz@dps.texas.gov

LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP-13)
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP-13)**

GRANT PERIOD:	**January 1, 2013 – August 31, 2013**

AGENCY NAME:	**HIDALGO COUNTY CONSTABLE PRECINCT 4**

Grant Performance Officer	**(This is typically your Chief or Sheriff)**
Name	**JOSE EDUARDO GUERRA**
Title	**CONSTABLE**
Official Mailing Address	2814 S. BUSINESS HIGHWAY 281 EDINBURG, TEXAS 78539
Daytime Phone Number	**956-383-8560**
Fax Number	**956-383-8565**
E-mail Address	**JOEL.RIVERA@CO.HIDALGO.TX.US**

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	**RAY EUFRACIO**
Title	**HIDALGO COUNTY AUDITOR**
Official Mailing Address	2808 S. BUSINESS HIGHWAY 281 EDINBURG, TEXAS 78539
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**RAY.EUFRACIO@AUDITOR.CO.HIDALGO.TX.US**

Authorized Official	**(This should be the County Judge, Mayor, or City Manager not the Sheriff or Police Chief)**
Name	**RAMON GARCIA**
Title	**HIDALGO COUNTY JUDGE**
Official Mailing Address	302 W. UNIVERSITY DR. EDINBURG, TEXAS 78539
Daytime Phone Number	**956-318-2600**
Fax Number	**956-318-2699**
E-mail Address	**RAMON.GARCIA@CO.HIDALGO.TX.US**

If at any point during the grant period these POC's change make necessary changes and resubmit this form immediately.

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. NAME OF PROGRAM/ ASSISTANCE:	2. APPLICANT STATUS:
LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP- 13)	☐ City ☒ Reimbursement ☒ County ☐ One time Advance
3. **START DATE:** **JANUARY 01, 2013**	4. **END DATE:** **AUGUST 31, 2013**

5. **APPLICANT INFORMATION**

a. Legal Name of Applicant Organization (as it appears on the LSBP- 13 Application/Form A-1):	b. Name & Telephone Number of Grant Performance Officer:
HIDALGO COUNTY CONSTABLE PRECINCT 4	JOSE EDUARDO GUERRA 956-383-8560
c. Mailing Address: 2814 S. BUSINESS HIGHWAY 281 EDINBURG, TEXAS 78539	d. Physical Address (if different from Mailing Address):

6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #**

74-6000717

7. **ESTIMATED EXPENSES:**

a. Salary & Benefits (from line ___ Form A-4)	135,761.25
b. Travel Expenses (from line ___ Form A-4)	0.00
c. Operating Expenses (from line ___ Form A-4)	36,230.00
d. Total Expenses (A + B + C)	171,991.65

8. **CERTIFICATION**: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	RAMON GARCIA
b. Title of Authorized Official:	HIDALGO COUNTY JUDGE
c. Original Signature of Authorized Official:	
d. Date Signed:	

FINANCIAL COST ESTIMATE

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

2. APPLICANT NAME: HIDALGO COUNTY CONSTABLE PRECINCT 4

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 10.32%	Life Insurance $ 27.00	Total Salary & Fringe
Chief Deputy Constable II Step II	1	$25.92	$38.88	10	4	$1,555.33	$118.98	$160.51	$27.00	$1,861.82
Sr. Deputy Constable Step III	1	$22.17	$33.26	10	4	$1,330.38	$101.77	$137.30	$27.00	$1,596.45
Deputy Constable Step II	4	$19.48	$29.21	10	4	$4,674.23	$357.58	$482.38	$135.00	$5,649.19
Sr. Deputy Constable Step II	2	$20.10	$30.14	10	4	$2,411.54	$184.48	$248.87	$54.00	$2,898.89
Sr. Deputy Constable Step III	1	$22.17	$33.26	10	4	$1,330.38	$101.77	$137.30	$27.00	$1,596.45
Sr. Deputy Constable Step II - BP	1	$21.42	$32.14	10	4	$1,285.41	$98.33	$132.65	$27.00	$1,543.40
Sergeant Step IV	1	$25.39	$38.08	10	4	$1,523.22	$116.53	$157.20	$27.00	$1,823.94
								Total Personnel Estimates		**$16,970.16**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
	0	$0.00	0	0	0	$0.00		$0.00		$0.00
	0	$0.00	0	0	0	$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	12	170	4	$0.555	**$4,528.80**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$4,528.80**

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 8

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: bi- monthly

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

X _____

Signature of Grant Official

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$135,761.25
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$36,230.40
Total Expenses	**$171,991.65**

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

Reimbursement X Advance Payment _____

Form A-4
(09/11)

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

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

NAME OF APPLICANT	GRANT PROGRAM
HIDALGO COUNTY CONSTABLE PRECINCT 4	Local Border Security Program FY 2013 (LBSP-13)

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

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

JOSE EDUARDO GUERRA	HIDALGO COUNTY CONSTABLE PRECINCT 4
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

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

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

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

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

AI-35780 **Constables 8. D.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: CONSTABLE EDDIE GUERRA **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct 4:
Discussion, consideration and approval to pay various employees (as listed on exhibit a) unallowable incurred overtime under the Operation Stonegarden Grant from General Fund.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 09:20 AM
Rosalinda Cantu	Rosie Cantu	12/14/2012 05:19 PM
Damaris San Miguel	Damaris San Miguel	12/14/2012 05:34 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Nayla Munoz Started On: 12/14/2012 08:45 AM

Final Approval Date: 12/14/2012

AI-35486 **County Clerk 9. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

1. Requesting approval to apply for credit at Matt's Cash and Carry.
2. Requesting to authorize Noe Lopez (Office Manager) to sign credit application with Matt's Cash and Carry.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-40-180-001-0-671

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

BUDGETARY IMPACT:

Funds available as of 12/14/12 $922.05

Attachments

Credit Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2012 11:56 AM
Erika Zamora	Erika Zamora	12/14/2012 04:28 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Rene Perez Started On: 11/29/2012 09:56 AM

Final Approval Date: 12/14/2012

MATT'S
BUILDING MATERIALS, INC.

P.O. BOX 1663 ~ PHARR, TEXAS 78577
PHONE-(956) 787-5513 FAX-(956) 787-6953

CREDIT APPLICATION

NAME (INDIVIDUAL OR BUSINESS): Hidalgo County Clerk's Office

PHYSICAL ADDRESS* 100 North Closner (STREET OR ROUTE) Edinburg (CITY) TX (STATE) 78539 (ZIP)

MAILING ADDRESS:
[✓] SAME AS ABOVE (CHECK HERE)

TELEPHONE #: (956) 318-2100 (BUSINESS)* ( ) (HOME)*

E-MAIL: rene.perez@co.hidalgo.tx.us

NAMES OF OWNERS OR INDIVIDUALS GUARANTEEING PAYMENT *

Hidalgo County Clerk's Office (NAME)* 100 North Closner Edinburg Tx 78539 (PHYSICAL ADDRESS)

(956)318-2100 (PHONE #) ( ) (SOCIAL SECURITY)* / / (DATE OF BIRTH)*

(NAME)* (PHYSICAL ADDRESS)

(PHONE #) ( ) (SOCIAL SECURITY)* / / (DATE OF BIRTH)*

TRADE REFERENCES:

(NAME OF BUSINESS) (ADDRESS) [ ] (PHONE #)

(NAME OF BUSINESS) (ADDRESS) [ ] (PHONE #)

EMPLOYER

(NAME OF BUSINESS) (ADDRESS) [ ] (PHONE #)

BANK REFERENCE:

First National Bank (BANK NAME) P.O. Box 810 Edinburg TX 78540 (ADDRESS) [956] 380-8500 (PHONE #)

(ACCOUNT #) (PERSON TO CONTACT) (EXTENSION #)

AMOUNT OF CREDIT REQUESTED : $ 10,000.00

ALL ACCOUNTS ARE NET DUE ON THE 10TH OF THE FOLLOWING MONTH.
PAST DUE BALANCES CAN BE SUBJECT TO A 1 1/2 % PER MONTH FINANCE CHARGE.

THE ABOVE INFORMATION IS HEREWITH SUBMITTED FOR THE PURPOSE OF OPENING AN ACCOUNT AND I DO HEREBY CERTIFY THIS INFORMATION TO BE TRUE AND ACCURATE. I ALSO UNDERSTAND THE DUE DATES OF THE ACCOUNT AND THAT I WILL BE HELD RESPONSIBLE FOR THE BALANCE AND THE FINANCE CHARGES ACCRUED ON ANY UNPAID BALANCE. ALL APPLICATIONS ARE PROCESSED THROUGH SARMA DATA SYSTEMS AND YOUR SIGNATURE AUTHORIZES MATT'S TO PROCEED.

(SIGNED)

(PRINT SAME NAME HERE)

(TITLE)

(PURCHASE ORDERS) [√] (YES) [ ] (NO)

Noe Lopez (PERSON AUTHORIZED TO PURCHASE)

(PERSON AUTHORIZED TO PURCHASE)

01-339 (Back)
(Rev. 12-02/4)

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Hidalgo County Clerk's Office	
Address *(Street & number, P.O. Box or Route number)*	Phone *(Area code and number)*
100 North Closner	(956) 318-2100
City, State, ZIP code	
Edinburg TX 78539	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Matt's Cash and Carry

Street address: P.O. Box 1663 City, State, ZIP code: Pharr TX 78577

Description of items to be purchased or on the attached order or invoice:

Building materials and other supplies that will be used for the Hidalgo County Clerk's Office.

Purchaser claims this exemption for the following reason:

Government Entity
Tax exemption number: 74-6000717

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▸ Purchaser	Title	Date
	Office Manager	11-29-2012

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

AI-35693 **Sheriff's Office 10. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 Sheriff's Office (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY13 grant with the Texas Ranger Division, Texas Department of Public Safety.
2. Approval of Resolution.
3. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Border Sheriff's Coalition (TBSC). The period of performance is 1/1/13 to 8/31/13.

The proposed budget includes overtime and FICA fringe benefit ONLY,and operational expenses.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-280-080-3-XXX

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

BUDGETARY IMPACT:

No local match is required.

Fringe benefits for retirement, unemployment comp. and workman's comp attributed to the overtime hours are to be charged to the Sheriff's Office Budget (Account Number 3-1100-421-00-280-001-0-XXX).

Attachments

Resolution
Backup
email
backup

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/12/2012 02:16 PM
Budget & Management	Obdett Calzada	12/12/2012 04:14 PM
Manuel Chapa	Manuel Chapa	12/14/2012 09:59 AM
Rosalinda Cantu	Rosie Cantu	12/14/2012 04:23 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/11/2012 04:58 PM

Final Approval Date: 12/14/2012

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the Project Title: Local Border Security Program (LBSP-13) be approved for the application and acceptance of any LBSP grant funds that the Texas Department of Public Safety, Texas Rangers Division issues for the period of performance of January 1, 2013 through August 31, 2013; and

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

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

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge Ramon Garcia as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves the submission of the grant application for Hidalgo County Local Border Security Program (LBSP-13)-Hidalgo County project to the Office of Texas Ranger Division, Texas Department of Public Safety and acceptance thereof.

Passed and approved by Commissioners' Court on the 18th of December, 2012.

Signed by:

_____

Ramon Garcia
Hidalgo County Judge

_____

Joel Quintanilla
Commissioner, Pct. #1

_____

Joe M. Flores
Commissioner, Pct. #3

_____

Hector "Tito" Palacios
Commissioner, Pct. #2

_____

Joseph Palacios
Commissioner, Pct. #4

LOCAL BORDER SECURITY PROGRAM FY 2013 (LBSP-13) APPLICATION

1. APPLICANT NAME (Jurisdiction):	Hidalgo County Sheriff's Office
2. COUNTY:	Hidalgo
3. TYPE:	☐City Government ☒County Government
4. PAYMENT TYPE:	☒Reimbursement ☐Will you want the ONE TIME advance

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

January 1, 2013 – August 31, 2013

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2013 (LBSP- 13) Guide for information on completing these forms.)

☒ 1. Designation of Grant Officials (Form A-2).
☒ 2. Application for State Assistance (Form A-3). The Authorized Official must sign this form.
☒ 3. Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
☒ 4. Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
☒ 5. Statement of Work (Form A-6)
☒ 6. Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
☒ 7. Copy of local overtime policy
☒ 8. Copy of pay schedule during the grant period
☒ 9. Copy of resolution with the verbiage given in Section 3 number 10 of the LBSP Grant Guidance.

7. CERTIFICATION

This Application, together with the Local Border Security Program FY2013 (LBSP-13) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2013 (LBSP-13) Guide.

The applicant is also assuring that the county (or counties) in which the applicant is located must have an overall 90% average on reporting adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2006 through 2010. This is reported via the Uniform Criminal Report Database (UCR).

Ramon Garcia
County Judge

Authorized Official
(Original Signature)

Date

Guadalupe "Lupe" Treviño
Sheriff

Grant Performance Officer
(Original Signature)

Date

Form A-1
(11/01)

Mail completed forms and application materials to:

TBSC
240 Thunderbird, Suite A
El Paso, Texas 79912

LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP-13)
DESIGNATION OF GRANT OFFICIALS

GRANT:	LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP-13)
GRANT PERIOD:	**January 1, 2013 - August 31, 2013**
AGENCY NAME:	**HIDALGO COUNTY SHERIFF'S OFFICE**

Grant Performance Officer	**(This is typically your Chief or Sheriff)**
Name	**Guadalupe "Lupe" Treviño**
Title	**Sheriff**
Official Mailing Address	P.O. Box 1228 Edinburg Texas 785740
Daytime Phone Number	**956-393-6000 Ext. 6003**
Fax Number	**956-393-6179**
E-mail Address	**Sherifftrevino@hidalgoso.org**
Signature	

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	**Ray Eufracio**
Title	**County Auditor**
Official Mailing Address	2808 South Business 281 Edinburg, Texas 78539
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**Ray.Eufracio@auditor.co.hidalgo.tx.us.**
Signature	

Authorized Official	**(This should be the County Judge, Mayor, or City Manager not the Sheriff or Police Chief)**
Name	**Ramon Garcia**
Title	**County Judge**
Official Mailing Address	1615 South Closner Suite J Edinburg Texas
Daytime Phone Number	**956-318-2600**
Fax Number	**956-318-2699**
E-mail Address	**Ramon.garcia@co.hidalgo.tx.us**
Signature	

If at any point during the grant period these POC's change make necessary changes and resubmit this form immediately.

Form A-2
(11/01)

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. **NAME OF PROGRAM/ ASSISTANCE:** LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP- 13)	2. **APPLICANT STATUS:** ☐ City ☒ Reimbursement ☒ County ☐ One time Advance
3. **START DATE:** **JANUARY 01, 2013**	4. **END DATE:** **AUGUST 31, 2013**

5. **APPLICANT INFORMATION**

a. Legal Name of Applicant Organization (as it appears on the LSBP- 13 Application/Form A-1): HIDALGO COUNTY SHERIFF'S OFFICE	b. Name & Telephone Number of Grant Performance Officer: GUADALUPE 'LUPE' TREVINO 956-393-6000 Ext. 6003
c. Mailing Address: P.O. BOX 1228 EDINBURG TEXAS 78540	d. Physical Address (if different from Mailing Address): 711 EL CIBOLO ROAD EDINBURG TEXAS, 78540

6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #**

_____

7. **ESTIMATED EXPENSES:**

a. Salary & Benefits (from line ___ Form A-4)	$185,352.63
b. Travel Expenses (from line ___ Form A-4)	
c. Operating Expenses (from line ___ Form A-4)	$46,104.00
d. Total Expenses (A + B + C)	$231,456.63

8. **CERTIFICATION**: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	RAMON GARCIA
b. Title of Authorized Official:	COUNTY JUDGE
c. Original Signature of Authorized Official:	
d. Date Signed:	

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2013

2. APPLICANT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

3. ESTIMATED MONTHLY EXPENSES: 1, 2013 - AUGUST 31, 2013

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Total Salary & Fringe
Deputy	4	$22.95	$34.43	10	12	$16,524.00	$1,264.09	$17,788.09
Supervisor	1	$27.77	$41.66	10	12	$4,998.60	$382.39	$5,380.99
			$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
						Total Personnel Estimates		$23,169.08

b. Travel & Per Diem Estimate

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

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	5	170	12	$0.565	$5,763.00
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	$5,763.00

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 8

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

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

X _____

Signature of Grant Official

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$185,352.63
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$46,104.00
Total Expenses	$231,456.63

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

Reimbursement [x] ONE TIME Advance Payment Request [ ]

Form A-4
(11/01)

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

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

NAME OF APPLICANT	GRANT PROGRAM
HIDALGO COUNTY SHERIFF'S OFFICE	Local Border Security Program FY 2013 (LBSP-13)

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

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

Ramon Garcia	County Judge
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATIONS

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

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

Statement of Work (SOW) for LBSP Grant Funds 2013

State Objective of LBSP 2013 Funds

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

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

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

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

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

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

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

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

INSTRUCTIONS FOR VENDOR DIRECT DEPOSIT AUTHORIZATION

SECTION 1: Check the appropriate box(es)

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
  a. Complete Sections 2, 3 & 4.
  b. Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
  a. Payee completes Sections 2 & 3.
- **CHANGE FINANCIAL INSTITUTION**
  a. Payee completes Sections 2, 3 & 4.
  b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
  a. Payee completes Sections 2, 3 & 4.
  b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
  a. Payee completes Sections 2, 3 & 4.
  b. Section 4 is recommended to be completed by financial institution.

SECTION 2: PAYEE IDENTIFICATION

Item 1 Leave the boxes blank if you do not have your 11-digit Texas Identification Number. The paying state agency will provide the information in the boxes. Enter your 9-digit Social Security number or your Federal Employer's Identification (FEI) number.

Item 2 If your 3-digit mail code address identifier is not known, it will be assigned by the paying state agency.

SECTION 3: AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

Items 10, 11 & 12 The individual authorizing must sign, print their name and date the form.

NOTE: No alterations in this section will be allowed.

SECTION 4: FINANCIAL INSTITUTION

Section 4 is recommended to be completed by a financial institution.

NOTE: Alterations to routing, account number and/or type of account must be initialed by the financial institution representative or the payee.

SECTION 5: CANCELLATION BY AGENCY *(State agency use only)*

Sections 5 & 6 to be completed by the paying state agency.

SECTION 6: PAYING STATE AGENCY *(State agency use only)*

Section 6 to be completed by the paying state agency before the form can be processed.

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, you must contact this agency.

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf

For additional information or assistance, please contact the Claims Division by:

Email: claims.pin@cpa.state.tx.us
Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

74-176
(Rev.4-05/4)

For Comptroller's use only

VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1

☒ New setup	*(Sections 2, 3 & 4)*	☐ Change financial institution	*(Sections 2, 3 & 4)*
☐ Cancellation	*(Sections 2 & 3)*	☐ Change account number	*(Sections 2, 3 & 4)*
		☐ Change account type	*(Sections 2, 3 & 4)*

PAYEE IDENTIFICATION

SECTION 2

1. Social Security number or Federal Employer's Identification (FEI)	☐ 7 4 6 0 0 0 7 1 7 ☐	2. Mail code *(If not known, will be completed by Paying State Agency)*	
3. Name: COUNTY OF HIDALGO		4. Business phone number: (956) 318-2506	
5. Mailing address: 2810 SOUTH BUSINESS 281	6. City: EDINBURG	7. State: TEXAS	8. ZIP code: 78539

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3

9. Pursuant to *Section 403.016*, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.

10. Authorized signature	11. Printed name	12. Date
	NORMA GARCIA	

FINANCIAL INSTITUTION *(Completion by financial institution is recommended.)*

SECTION 4

13. Financial institution name	14. City		15. State
16. Routing transit number	17. Customer account number *(Dashes required)* ☐ YES		18. Type of account ☐ Checking ☐ Savings
19. Representative name *(Please print)*		20. Title	
21. Representative signature *(Optional)*	22. Phone number ( )		23. Date

CANCELLATION BY AGENCY

SEC. 5

24. Reason	25. Date

PAYING STATE AGENCY

SECTION 6

26. Signature	27. Printed name	
28. Agency name		29. Agency number
30. Comments	31. Phone number ( )	32. Date

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf

For additional information or assistance, please contact the Claims Division by:

Email: claims.pin@cpa.state.tx.us

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

CHAPTER VII

WORK HOURS, LEAVE AND BENEFIT PROGRAMS

WORK HOURS

7.00 County and/or District work hours are scheduled so that all County and/or District offices are open by 8:00 a.m. and close no earlier than 5:00 p.m., Monday through Friday, except on official Holidays. Each Elected Official/Department Head establishes work hours for employees in his or her Department. In setting work hours, an Elected Official/Department Head considers the needs of the Department and the County and/or District, and ensures that any changes in work hours are in the County's and/or District's best interest.

7.01 Effective May 1, 1995, the County's (effective April 18, 2002, for the District) regular work period for all employees, except law enforcement personnel, is a seven day period which commences at 12:01 a.m. on Monday of each week and ends at 12:00 p.m. midnight on the following Sunday. The County's regular work period, effective May 1, 1995, for "law enforcement personnel," as such term is used in the federal Fair Labor Standards Act, is a fourteen day period which commences at 12:01 a.m., on Monday and ends at 12:00 p.m. midnight 14 days later.

7.02 There are 40 regular work hours in a seven day work period and 86 regular work hours in a fourteen day work period; however, the County schedules employees subject to a fourteen (14) day work period to work a minimum of 80 hours during such work period. In the event of a conflict between the work hours rules set forth in Sections 7.01 through 7.08 hereof for Head Start Program employees, the work hours set forth in the County's approved grant application for operation of the County's Head Start Program shall control. (Amended September 20, 1995)

7.03 An employee is required to be present at his or her duty station at the beginning of each workday.

7.04 Every employee is allowed one hour for lunch each workday.

7.05 Each Elected Official/Department Head should schedule his or her employees each workday for a fifteen (15) minute rest break in the morning and a fifteen (15) minute rest break in the afternoon.

7.06 An employee's time and attendance record (Form SFA-CA-008 for non-law enforcement personnel and Form SFA-CA-046 for law enforcement personnel) should coincide with an employee's work period. A completed time and attendance record is completed and turned in to the payroll section of the County Auditor's office and/or similar office in the District no later than 10:30 a.m. on the first employee work day following two seven day work periods or one fourteen day work period. Head Start Program employees shall follow procedures established by the Head Start Program Director for preparing and processing time and attendance records. (Amended September 20, 1995)

7.07 Effective May 1, 1995, all County employees (effective April 18, 2002, for District employees) are paid biweekly on the Friday following the end of two seven day work periods or one fourteen day work period. If that Friday is a holiday, employees will generally receive their pay checks on the last work day which precedes the holiday.

7.08 An employee's pay check is based on the hours worked by the employee during the applicable work period(s), plus any eligible hours of paid leave, all as shown on a signed time and attendance record.

FAIR LABOR STANDARDS ACT ("FLSA")

7.09 The Fair Labor Standards Act ("FLSA") is the federal law which governs overtime compensation for employees covered by the provisions of that Act. Most County and/or District non-management employees are covered by the overtime compensation requirements of the FLSA. An FLSA covered employee receives: (i) time and one-half compensation; or (ii) compensatory leave of one and one-half hours; for each hour physically worked in excess of 40 hours for employees with a seven (7) day work period and 86 hours for those employees with a fourteen (14) day work period. The County provides straight hourly pay or compensatory leave on an hour for hour basis for employees with a fourteen (14) day work period who work between 80 and 86 hours in such work period. Hours for which an employee receives pay, such as paid leave and holiday hours, but which are not physically worked, are not considered hours worked for purposes of calculating FLSA overtime.

7.10 Each Elected Official/Department Head must require that his or her employees keep daily records of time worked and leave taken. Each Elected Official/Department Head must report all additional time worked for FLSA covered employees.

7.11 Except in unusual circumstances, the Elected Official/Department Head must have requested and approved, in advance, that an employee work extra hours or overtime hours. An example of an unusual circumstance is when an off-duty worker responds to an emergency. In this case, the employee is required to report the emergency and its circumstances to the Elected Official/Department Head at the beginning of the employee's next workday.

7.12 An employee who works extra hours or overtime hours without supervisory approval shall be compensated for the extra or overtime hours, but such employee is subject to disciplinary action.

7.13 The Elected Official/Department Head tracks and reports hours worked and leave used using the following forms:

a. Form SFA-CA-008, Time and Attendance Record - Non-Law Enforcement Personnel;

b. Form SFA-CA-046, Time and Attendance Record - Law Enforcement Personnel;

c. Form SFA-CA-044, Leave Request Form;

d. Form P-2, Summary of Vacation and Sick Leave; and

e. Form P-3, 12 Month Period Summary of Leave Taken under the Family and Medical Leave Act of 1993 (FMLA).

7.14 To minimize the County and/or District's liability under FLSA for overtime or extra work hours, each Elected Official/Department Head is expected to manage work hours efficiently and effectively. An Elected Official/Department Head may need to adjust work hours for an FLSA covered employee to accomplish work assignments. When an FLSA covered employee's time and attendance record reflects hours worked in excess of that employee's standard work period, the Elected Official/Department Head and the County Auditor and/or similar office for the District shall immediately notify the County Judge and/or similar office within the District of such fact by forwarding to such party a copy of the time and attendance record for such employee (Form SFA-CA-008 or Form SFA-CA-046).

7.15 When an Elected Official/Department Head allows or requires an FLSA covered employee to work extra hours or overtime hours, the Elected Official/Department Head should make every effort to adjust the work hours during the applicable work period so that the employee

does not physically work in excess of 40 hours if the employee is on a seven day work period or in excess of 80 hours if the employee is on a fourteen (14) day work period.

ADMINISTRATION OF LEAVE AND BENEFIT PROGRAMS

7.16 The Governing Authority is solely responsible for authorizing compensated leave and benefit programs for County and/or District employees and such leave and benefit programs may be changed at any time by appropriate order of the Governing Authority. The County and/or District's existing compensated leave and benefit programs are as set forth in this Chapter.

7.17 Elected Officials and Department Heads administer the County and/or District leave and benefit programs according to law and regulations. Elected Officials/Department Heads are responsible for determining eligibility for paid leave for their employees. Each Elected Official/Department Head is also responsible for insuring that a leave account is established and maintained on each of his/her employees.

7.18 An Elected Official/Department Head may designate personnel from his or her office to be responsible for controlling absence and leave administration. Such delegation, however, does not relieve each Elected Official/Department Head of his or her ultimate responsibility for maintaining leave records on his or her employees.

7.19 Regular attendance at work is important to the overall operation of all County and/or District Departments. Any non-emergency leave, whenever practical, must therefore be scheduled in advance. Each Elected Official/Department Head may establish rules for requesting and scheduling leave not inconsistent with this Chapter. Each employee will be given a copy of any Department leave rules and amendments, and will acknowledge, in writing, receipt of such rules. A copy of the written acknowledgment shall be maintained in the employee's personnel file.

7.20 Every request for leave must:

a. Be submitted to the Department Head/Elected Official, in writing, on a Form SFA-CA-044 which is signed by the employee;

b. Clearly reflect when the requested leave is to begin and end;

c. Include a brief explanation setting forth the reasons for taking the requested leave;

d. To the extent applicable, be accompanied by any required documentation, such as a doctor's statement or military orders; and

e. Be approved or disapproved, in writing, by the employee's supervisor, and if required, by the Department Head/Elected Official and/or the Governing Authority or its representative.

7.21 Departments shall respond to leave requests within a reasonable time, generally not to exceed five (5) business days.

7.22 After a leave request (Form SFA-CA-044) has been approved or disapproved, such completed form is processed as follows:

a. The original is placed in the employee's personnel file; (Amended April 10, 1996)

b. A copy is returned to the employee; and

c. A copy is forwarded to the County and/or District's Insurance Office whenever the leave request relates to Family and Medical Leave, Leave Without Pay and/or Military Leave. Head Start Program employees should forward a copy to the Head Start Program Director in lieu of forwarding a copy to the County Insurance Office. (Amended December 9, 1998)

7.23 Compensatory Leave is controlled by the Fair Labor Standards Act (29 U.S.C. 201-219) ("FLSA"). All Departments must follow FLSA rules and regulations with regard to such leave.

7.24 Workers' Compensation claims are controlled by state law. All Departments must follow such statutes and any rules and regulations issued by the County and/or District's Insurance Office when dealing with Workers' Compensation issues. (Amended December 9, 1998)

7.25 Family and Medical Leave is controlled by the Family and Medical Leave Act. (29 U.S.C. 2601-2654). All Departments must follow such statutes and any rules and regulations issued with regard to such leave.

7.26 New Regular, Full-time Employees and new Regular, Part-time Employees who commence employment on the 1st through the 15th days of the month earn the applicable hours of Annual Leave and Sick Leave for that month.

7.27 Annual Leave and Sick Leave for each month are earned by an employee on a pro rata basis for each pay period.

7.28 All new or re-hired Regular, Full-time Employees and Regular, Part-time Employees are not eligible to use their accumulated Annual Leave or Sick Leave until their Probationary Period has expired. All Regular, Full-time Employees and Regular, Part-time employees who are placed on a three month Probationary Period due to a promotion, remain eligible to use their accumulated Annual Leave and/or Sick Leave during their Probationary Period. (Amended December 9, 1998)

7.29 All leave is rounded to the nearest fifteen (15) minute increment.

7.30 Annual Leave and Sick Leave accumulated over the maximum during a calendar year is not lost until the end of the calendar year.

7.31 [Reserved for expansion]

7.32 An Elected Official/Department Head who has reason to believe that an employee is using leave excessively or inappropriately may request that the employee provide a statement attesting to the necessity for the absence.

7.33 Temporary Employees are not eligible for Annual Leave, Sick Leave, optional tax method-insurance benefits (cafeteria plan) under Sections 7.125 and 7.126, Court Leave, group health and life insurance under Sections 7.100 through 7.107, paid Holidays, Leave Without Pay, retirement under Sections 7.128 and 7.129, and veteran reemployment rights under Sections 7.195 through 7.199. Temporary Employees assigned to the Head Start Program are also not eligible to receive any of the special benefits described in these Rules applicable only to Head Start Program employees. (Amended September 20, 1995)

7.34 Violations of leave policies may result in disciplinary action, which disciplinary action may include termination.

ADMINISTRATIVE LEAVE

7.35 Administrative Leave may be granted at the discretion of the Elected Official/Department Head or authorized by the Governing Authority. The following is a list of situations in which Administrative Leave may be granted:

a. registration to vote;

b. voting;

c. group dismissals (hereinafter defined);

d. emergency situations which require the Elected Official/Department Head to get an employee off a work location immediately and before any adverse action has been initiated (this includes situations where there is an immediate threat to County and/or District property or the well-being of the employee, a co-worker of the public); and

e. during investigations into employee wrongdoing when it is in the best interest of the County and/or District to have the employee off the job.

7.36 A group dismissal occurs when the Governing Authority or a properly authorized official:

a. suspends normal operations of the County and/or District or an office/Department of the County and/or District because of events beyond the control of the County and/or District;

b. closes a Department/office of the County and/or District for managerial reasons;

c. allows employees to participate in activities which are encouraged by the County and/or District and the dismissal is in the best interest of the public; or

d. allows all employees to attend the funeral of a government or prominent public official.

ANNUAL LEAVE

7.37 County and/or District employees traditionally refer to Annual Leave as "vacation leave."

7.38 Regular, Full-time Employees accrue Annual Leave each month based on the number of years of continuous employment in accordance with the following formula:

Less than five (5) years of continuous employment - Eight (8) hours per month;

At least five (5) years, but less than ten (10) years, of continuous employment - Nine (9) hours per month; and

Ten years (10) or more of continuous employment - Ten (10) hours per month.

(Amended June 13, 2001)

7.39 Regular, Part-time Employees accrue Annual Leave on a pro rata basis, based on the number of years of continuous service listed in Rule 7.38, at a rate equal to the number of hours such employee works in a month bears to 173.33 hours. For example, if a Regular, Part-time Employee with less than five (5) years of continuous service, works twenty (20) hours a week, or

86.67 hours a month, such employee earns four (4) hours of Annual Leave per month [(86.67 hours per month/173.33 hours per month) x 8 = 4]. (Amended June 13, 2001)

7.40 Temporary Employees do not accrue Annual Leave.

7.41 A Regular, Full-time Employee and a Regular, Part-time Employee with less than ten (10) years of continuous service may maintain an accrued Annual Leave reserve not to exceed one hundred sixty (160) hours, or the equivalent of twenty (20), eight (8) hour, work days. (Amended June 13, 2001)

7.42 A Regular, Full-time Employee and a Regular, Part-time Employee with ten (10) or more years of continuous service, but less than fifteen (15) years of continuous service, may maintain an accrued Annual Leave reserve not to exceed two hundred forty (240) hours, or the equivalent of thirty (30), eight (8) hour, work days. (Amended June 13, 2001)

7.42A A Regular, Full-time Employee and a Regular, Part-time Employee with fifteen (15) or more years of continuous service may maintain an accrued Annual Leave reserve not to exceed three hundred twenty (320) hours, or the equivalent of forty (40), eight (8) hour, work days. (Added June 13, 2001)

7.43 Elected Officials/Department Heads are responsible for determining when Annual Leave may be taken. Annual Leave will be scheduled considering the needs of the County and/or District, the Department and the requests of the employee. However, all reasonable accommodation shall be given to the employee in determining when Annual Leave may be taken. Notwithstanding the foregoing, any request for extended, consecutive days, Annual Leave, i.e. requests submitted by an employee to take eleven (11) or more consecutive work days of Annual Leave in any twelve month period, may be granted or denied by the employee's Elected Official/Department Head, in such Elected Official's/Department Head's sole and absolute discretion. (Amended June 13, 2001)

7.44 Annual Leave requests for five (5) days or less generally require at least seven (7) days notice. Annual Leave requests for six (6) or more days should be submitted at least fifteen (15) days in advance. (Amended June 13, 2001)

7.45 Deleted June 13, 2001.

7.46 Elected Officials/Department Heads and employees should ensure that, whenever possible, Annual Leave is scheduled for use by an employee in order to prevent any loss of accrued Annual Leave at the end of the calendar year.

7.47 On separation from employment, an employee will be paid in a lump sum for accrued Annual Leave up to the maximum accumulation.

7.47A Sections 7.37 through Section 7.47 hereof are not applicable to Head Start Program employees. (Adopted September 20, 1995)

COMPENSATORY LEAVE - FLSA COVERED EMPLOYEES

7.48 Compensatory Leave, on an hour for hour basis, for an FLSA covered employee is earned:

a. by law enforcement personnel who actually work in excess of 80 hours, but no more than 86 hours, in a fourteen (14) day work period; or

b. by any employee, including law enforcement personnel, when the total of hours actually worked is less than 40 hours for an employee who has a seven day work

County Executive Office

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone: (956) 292-7025 • Fax: (956) 292-7034 • www.co.hidalgo.tx.us/budget

HIDALGO COUNTY
2013 HOLIDAYS

New Year's Eve	*December 31, 2012 (Monday)*
New Year's Day	**January 01, 2013 (Tuesday)**
Martin Luther King Day	**January 21, 2013 (Monday)**
Presidents' Day	**February 18, 2013 (Monday)**
Good Friday	**March 29, 2013 (Friday)**
Easter	**April 01, 2013 (Monday)**
Memorial Day	**May 27, 2013 (Monday)**
Independence Day	**July 04, 2013 (Thursday)**
Labor Day	**September 02, 2013 (Monday)**
Veterans' Day	**November 11, 2013 (Monday)**
Thanksgiving Day	**November 28-29, 2013 (Thursday/Friday)**
Christmas Day	**December 24 & 25, 2013 (Tuesday/Wednesday)**
New Year's Eve	**December 31, 2013 (Tuesday)**

Approved by Commissioners' Court on October 30, 2012.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

Agenda Item 35693 and 35751 Corrections Sheriff's Office

From : Maria R. Gonzalez <rosieg@hidalgoso.org> Fri, Dec 14, 2012 03:26 PM
Subject : Agenda Item 35693 and 35751 Corrections Sheriff's Office 1 attachment
To : rosalinda cantu <rosalinda.cantu@co.hidalgo.tx.us>
Cc : 'Manuel Chapa' <manuel.chapa@co.hidalgo.tx.us>, 'Hector Sandoval' <hector.sandoval@auditor.co.hidalgo.tx.us>

Good afternoon Manuel/Rosie,

For AI-35693; Attached is a copy of the guidance for LBSP for AI 35693 where it shows item 10. the verbiage they want in our item, feel free to attach.

Also, can you please make the change on the following Agenda item please.

For agenda item #35751 under the CAPTION section, the auditor wants for us to add another line indicating the following information.

2. Authorization to pay O/T reimbursable under grant terms and conditions.

and this will be the second line. So the 2 that is in place right now will become 3 and the 3, 4.

Thank you in advance for you help and should you have any further questions, feel free to contact me.

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542
ph. # (956)292-2950
fax# (956) 393-6027
email: rosieg@hidalgoso.org

Guidance LBSP No 10.pdf
35 KB

(UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies. Specifically, the applicable requirements of Form A-5 must be certified by signature. The name and title of the Authorized Representative must be entered in the space provided and the form should be signed and dated by the Authorized Representative; see above for a definition of Authorized Representative.

6) Statement of Work (SOW) (Form A-6). This form is self explanatory and must be completed to explain how you intend to implement the project objectives.

7) Direct Deposit Authorization Form (Form 74-176). This form is available on the Texas State Comptroller's website. The following link will locate the required direct deposit form. http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf . The Grant Financial Officer must sign this form.

8) A copy of your local overtime policy. For our records.

9) Copy of your pay schedule for grant period.

10) A copy of your certified resolution that states that your city or county is approving the application and acceptance of any LBSP grant funds that the Texas Department of Public Safety, Texas Rangers Division issues for the period of performance of January 1, 2013 through August 31, 2013.

d. Submit the complete LBSP-13 Application package ***directly to the Texas Ranger Division, Operations Section not later than*** *December 31, 2012.* Retain a copy of your submission for use in submitting required Activity and Financial Reports. Mail your LBSP-13 Application to:

Operation Border Star 2013
Texas Ranger Division
Texas Department of Public Safety
CO: ***Brandy Prinz, Grant Coordinator***
PO Box 4087
Austin, TX 78773-0602

If you prefer to overnight the application you can send that to:

6100 Guadalupe St Bldg. E, 1st Floor
Austin, TX 78773-0602

If you prefer to scan and email the application send it to:

brandy.prinz@dps.texas.gov

2. TEXAS RANGER DIVISION

a. After screening LBSP-13 applications, the Texas Department of Public Safety will notify applicants, typically by e-mail, of any problems with their application and request they resolve them.

AI-35751 **Sheriff's Office 10. B.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

DOJ-USMS- U.S. Marshal (1284):
1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of $31,000.00.
2. Authorization to pay O/T reimbursable under grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS funding.
4. Approval to appropriate funds in the amount of $31,000.00 for USMS overtime funding.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshals Service (USMS) and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for two (2) officers assigned to the joint law enforcement operations task force.

Period of performance is October 9, 2012 to September 30, 2013.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1284-421-00-280-068-3-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $31,000.00 for DOJ-USMS Funding of FY 2013.

Period of performance is from 10/09/12 to 9/30/13.

Revenue account # 2-1284-331-12-280-068-3-000 DOJ-USMS Revenues

Attachments

USMS Grant Renewal FY2013
Back-up
USMS FY13 BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/13/2012 04:00 PM
Budget & Management	Obdett Calzada	12/13/2012 04:36 PM
Manuel Chapa	Manuel Chapa	12/14/2012 10:46 AM
Sylvia Solis	Sylvia Solis	12/14/2012 05:02 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 12/13/2012 11:27 AM

Final Approval Date: 12/14/2012

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Hidalgo County Sheriff's Office

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 9, 2012 to September 30, 2013

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2013	D79	AFF-B-OP-1	JLEOTFS4	25302 - TFO Overtime	$31,000.00
				Total Obligation Amount:	$31,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

TFO Overtime for 2 TFOs

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: John Allen
Phone: 956-618-8025
E-mail: John.Allen@usdoj.gov

STATE/LOCAL CONTACT:

Name: Sheriff Guadalupe Trevino
Phone: 956-383-8114
E-mail: Sheriff.trevino@hidalgo.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: Ann L Adams Date: 11-28-12

Ann Adams, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: David Travis Date: 11/27/12

David Travis, Chief Deputy

Departmental Representative - Acknowledgement:

Signature: [illegible] Date: 11/29/12

[Type Name and Title]

COMMANDER RENE GONZALEZ

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Hidalgo County Sheriff's Office and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives.

The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals to, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. See also "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also: 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at anytime at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the DFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal (COUSM).

United States Marshal

Ricardo Martinez
Chief Deputy

Participant Agency Representative - Hidalgo Co. Sheriff's Office

Assistant Director, IOD

DATE: **December 13, 2012**

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

DEPARTMENT NAME: **DOJ-USMS-Overtime**

ACCOUNT NUMBER: **2-1284-421-00-280-068-3-XXX**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-421-00-280-068-3-131	Overtime Pay	31,000.00

TOTAL APPROPRIATIONS **31,000.00**

2-1284-331-12-280-068-3-000 **U.S. Department of Justice-- U.S. Marshals Service** **31,000.00**

TOTAL REVENUES **31,000.00**

REASON: **To appropriate budget for the FY2013 overtime funding provided by the United States Marshals Service for two (2) officers assigned to the joint law enforcement task force.**

Funding period is October 9, 2012 to September 30, 2013.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #2-1100-421-00-280-001-0-XXX)

Emilia Vargas

DEPARTMENT HEAD SIGNATURE

12/13/12

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-35744 **Sheriff's Office 10. C.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 Sheriff's Office (1284):
Approval of budget amendment to appropriate the grant award for $43,101.00.

BACKGROUND

Authorization to accept the FY2012 SCAAP grant from the U.S. Department of Justice, Bureau of Justice Assistance (BJA), was approved by Commisssioners' Court on 10/30/12 (AI-34764). Certification of Revenues by County Auditor was completed as well on 10/30/12 (AI-34764).

Awarded funds are to be used for correctional purposes only. The budget includes the purchase of vehicles.

Grant No. 2012-AP-BX-0769

The amount of $43,101.00 was direct deposited in Special Revenues Funds on 11/19/12. (Hidalgo County Treasurer's Receipt No. 161025 dated 12/6/12).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-423-00-280-042-2-741

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

BUDGETARY IMPACT:

No local match is required.

Revenue account# 2-1284-331-11-280-042-2-000

Attachments

Direct Deposit of Funds
SCAAP 2012 Notification
BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/13/2012 03:24 PM
Budget & Management	Obdett Calzada	12/13/2012 04:10 PM
Manuel Chapa	Manuel Chapa	12/14/2012 03:26 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 12/13/2012 10:09 AM

Final Approval Date: 12/14/2012

Main Menu Cash Manager Options

My Page Accounts Transactions Stop Payments Statements Account Info

Current Transactions Download Search

To change the number of transactions you see by default, select Options then Display.

View Transactions for: SPECIAL REV FUNDS

Current Balance: 3,958,794.88
Available Balance: 4,009,931.96

Transactions from 11/19/2012 to 11/19/2012

View Range: Since Last Statement | 7 Days | 15 Days | 30 Days | All

Date:	Ref/Check No:	Description:	Debit:	Credit:
11/19/2012		MISC PAY DOJ TREAS 310 746000717150400 CCD RMR*IV*2012APBX0769**43101.00\		43,101.00
Totals (this page):		Transactions: 1	Debits: 0.00	Credits: 43,101.00

2-1284-223-00-000-000-0-000

SCAAP 2012-AP-BX-0769

HECTOR SANDOVAL

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

Receipt No: 161025

Received From: CM SCAAP 2012-AP-BX-0769 Date 12/06/12

1	CM	SCAAP	2012-AP-BX-0769	2-1284-223-00-000-000-0-000	43,101.00

Total: 43,101.00

Check Total	.00
Cash Total	.00
Credit Total	43,101.00
Other Total	.00

State Criminal Alien Assistance Program 2012-H6093-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help

GMS Home

Log Off

Grant Number:	2012-AP-BX-0769
Jurisdiction:	County of Hidalgo
Vendor Number:	746000717
Award Amount:	$43,101

Fiscal Year 2012 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2009 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OCFO Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OCFO. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2012 SCAAP Use of Funds List

--- *Construction* ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
--- *Training/Education for offender* ---
Specific trade employment skills
GED testing
Job Preparedness
--- *Training for corrections officers to help manage offender population* ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

☑ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2012 State Criminal Alien Assistance Program.

Accept Decline

DATE: **December 13, 2012**

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

DEPARTMENT NAME: **SCAAP (2012)**

ACCOUNT NUMBER: **2-1284-423-00-280-042-2-XXX**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-423-00-280-042-2-741	Vehicles	43,101.00

	TOTAL APPROPRIATIONS	**43,101.00**
2-1284-331-11-280-042-2-000	**U. S. Department of Justice-- Bureau of Justice Assistance**	**43,101.00**
	TOTAL REVENUES	**43,101.00**

REASON: **To appropriate the budget for the FY2012 SCAAP Grant awarded by the U.S. Department of Justice, Bureau of Justice Assistance (BJA). Grant No. 2012-AP-BX-0769**

Emilia Vargas
DEPARTMENT HEAD SIGNATURE

12/13/12
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-35729 **Sheriff's Office 10. D.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Commander Rene Gonzalez **Submitted By:** Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to purchase (4) Cell Phone Line additions through the County's membership/participation with Contract DIR-SDD-1780 through Sprint.

2. Authorization and approval of cell phone plan for the following:

Qty	Plan	Rate
4	Business Advantage Messaging & Data 200	$49.59
4	Premium Data	$10.00
	Total Cell Phones - 4	
	Estimated Montly Rate - $222.36	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1229-421-00-280-007-0-619

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

BUDGETARY IMPACT:

Amount available for requisition# 227616 as of 12-14-12 $399.98 for Sprint.

FISCAL YEAR: 2012 **ACCT. #:** 2-1229-421-00-280-007-0-532

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

BUDGETARY IMPACT:

Amount available for requisition# 227617 as of 12-14-12 $222.36 for Sprint.

Attachments

Sprint Quote
Wireless Device Form W.2011.2
Req. 227616
Req. 227617

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/12/2012 04:56 PM

Budget & Management	Obdett Calzada	12/13/2012 03:34 PM
Manuel Chapa	Manuel Chapa	12/14/2012 02:46 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Rosie Hinojosa Started On: 12/12/2012 04:23 PM

Final Approval Date: 12/14/2012

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Sheriff's Office
Financial Contact Name:	Lt Richard Ozuna
Address:	711 E Cibolo Road
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	(956) 393-6029
Email Address:	richard.ozuna@hidalgoso.org
Acct # (if applicable):	

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-8549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

Financial Instution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Acccount Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-1780
Cage Code:	
DUNS #:	
Tax ID #	
Doing Business As:	Sprint

Quote Date: Dec 4 2012

Expiration Date: Dec 31 2012

Contract Vehicle DIR-SDD-1780
24 Month No ETF

Control # : 121204MLS
(YYMMDDConsecutive##Initials)

Equipment

Qty.	Model	Suggested Retail Price	20% Discount	Promo	Unit Item Price	Extended Item Price
2	Apple iPhone 5 16 GB Black	$199.99	N/A	N/A	$199.99	$399.98
2	Apple iPhone 4 8GB	$199.99	N/A	$199.99	$0.00	$0.00
4	*Total*					**$399.98**

Rate Plans

Qty.	Rate Plan	MRC	24% Discount	MRC less Discount	Extended Monthly Price
4	Business Advantage Messaging and Data 200	$59.99	$14.40	$45.59	$182.36
4	Premium Data	$10.00	N/A	N/A	$40.00

**Includes Applicable Discounts*

Subtotal Monthly Recurring Charges	**$222.36**
TOTAL MONTHLY ESTIMATED RECURRING CHARGES	$222.36
Enter number of months in contract	**12**
Estimated total of contract (Sprint Billed Charges)	**$2,668.32**
Average Cost Per Unit/Month	**$55.59**

Sprint
Together with NEXTEL

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

This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first statement will include equipment charges and may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements. PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
□ Office Use *or* □ Individual	□ Data Card	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
□ Equipment Change	□ Other:	
□ Plan Change		
□ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff Dept#: 280

Quantity: 4

Service: $55.59 /mo (x) 1 months = $222.36 Account: 2-1229-421-00-280-007-0-532 **-532**

Service: $199.99 /mo (x) 2 months = $399.98 Account: 2-1229-421-00-280-007-0-619 **-619/664**

Requisition Total: 532- $222.36 **Requisition Number:** 227617

Requisition Total: 619- $399.98 Requisition Number: 227616

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Cmdr. Rene Gonzalez	12-12-12
	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes:_____

Commissioner's Court Action: **Commissioner's Court Date:** _____

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Date Entered: 12-12-12
Requsition #: 227616
Date Approved:
P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
FINANCIAL SERVICES REQUISITION
ASSET FORFEITURE REQUISITION

Date: December 11, 2012
Requested By: Tereso Contreras, Quartermasters Office
On Behalf Of: Richard Ozuna, Administrative Lieutenant
Budget: 2-1229-421-00-280-007-0-619
Object Number: 619- Other Miscellaneous Supplies
Current Balance: $7,281.99
Expenditure Amount: $399.98
New Balance: $6,882.01
Purpose For Expenditure: New Cell Phones

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	839.35	Apple iPhone 5 16GB Black		2	Each	$199.99	$399.98
1	839.35	Apple iPhone 4 8GB Black		2	Each	$0.00	$0.00

Shipping: (N/A) $0.00
Grand Total: $399.98
Estimated Delivery Date: **Two Weeks After Purchase Order Is Received**

Internal Notes: **(N/A)**

Awarded Vendor: **Sprint PCS**
P.O. Box 219554
Kansas City, MO 64121

956.451.8549
Contact Person: Mike Salyers
$399.98

VENDOR UNDER CONTRACT DIR-SDD-1780

Authorized By: _____
Financial Services Commander

Approved By: _____
Administrative Lieutenant

Reviewed By: _____
Procurement Specialist

Approved By: _____
Budget Manager

Date Entered: 12-12-12
Requsition #: 229617
Date Approved:
P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
FINANCIAL SERVICES REQUISITION
ASSET FORFEITURE REQUISITION

Date: December 11, 2012
Requested By: Tereso Contreras, Quartermasters Office
On Behalf Of: Richard Ozuna, Administrative Lieutenant
Budget: 2-1229-421-00-280-007-0-532
Object Number: 532- Wireless Devices
Current Balance: $4,785.75
Expenditure Amount: $222.36
New Balance: $4,563.39
Purpose For Expenditure: Open Purchase Order For Cell Phone Service and Charges For Five (4) Department Issued Cell Phones For A (1) Month Period Under Contract DIR-SDD-1780

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	915.75	Business Advantage Messaging and Data 200 - (4) Cell Phones @ 45.59 Monthly		1	Mo.	$182.36	$182.36
2	915.75	Premium Data Charge - (4) Cell Phones @ $10.00 Monthly		1	Mo.	$40.00	$40.00

Shipping: (N/A) $0.00
Grand Total: $222.36
Estimated Delivery Date: **Two Weeks After Purchase Order Is Received**
Internal Notes: **(N/A)**

Awarded Vendor: **Sprint PCS**
P.O. Box 219554
Kansas City, MO 64121

956.451.549
Contact Person: Mike Salyers
$222.36

VENDOR UNDER CONTRACT DIR-SDD-1780

Authorized By: _____
Financial Services Commander

Approved By: _____
Administrative Lieutenant

Reviewed By: _____
Procurement Specialist

Approved By: _____
Budget Manager

AI-35717 **Sheriff's Office 10. E.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - Operation Stonegarden Grant (1284):
1. Authorization and approval to accept an extension for the 2010 Operation Stonegarden Grant (New termination date is 2/28/13) Prior grant termination date: 10/31/12.
2. Authorization and approval for County Judge, as authorized official to sign required documents.

BACKGROUND

Grant Number: 2010 SS-T0-0008 (Federal)
10-GA48215-05 (SAA--State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office, Constable Offices for Precinct 2,3, & 4 and fourteen (14) city police departments: Alamo, Alton, Donna, Hidalgo, La Joya, Mercedes, Mission, Palmhurst, Palmview, Penitas, Pharr, San Juan, Sullivan City and Weslaco.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-3-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension.

Attachments

GAN

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/12/2012 03:51 PM
Budget & Management	Obdett Calzada	12/12/2012 04:26 PM
Manuel Chapa	Manuel Chapa	12/13/2012 02:27 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/12/2012 02:20 PM

Final Approval Date: 12/14/2012

Texas Department of Public Safety

2010 Grant Adjustment Notice

for

Hidalgo County

Date of Award: **December 7, 2012**

1. Sub-Recipient Name and Address	2. Prepared by: Lara, Pete H.	3. Award Number: 10-GA 48215-06
Judge Ramon Garcia Hidalgo County 1615 S. Closner STE J Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2010-SS-T0-0008
	Date Federal Grant Awarded to TxDPS:	August 1, 2010
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$963,209.00

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

Grant Period:

FROM:	TO:
Aug 1, 2010	Feb 28, 2013

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

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

7. Method of Payment: Primary method is reimbursement.

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

9. Agency Approval

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

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

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

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
EIN # 74-6000717	12/18/12

13. DUE DATE: January 21, 2013

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

From: GAN@TexasDPA.com [mailto:GAN@TexasDPA.com]
Sent: Friday, December 07, 2012 12:39 PM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: mcruz@lrgvdc.org; deborah.fischer@auditor.co.hidalgo.tx.us; pete.lara@dps.texas.gov
Subject: Grant Adjustment Notice has been RELEASED for Hidalgo County

A Grant Adjustment Notice (GAN) has been **RELEASED** by the SAA or Region for Hidalgo County - 2010:

Subgrantee:	**Hidalgo County**
GAN Type:	**2010 Grant Adjustment**
GAN Date:	07-Dec-12
Due Date:	21-Jan-13

	OPSG
Original Amount:	$963,209.00
New Amount:	$963,209.00
Delta:	**$0.00**

2010 OPSG - 0OPSG8215	**From**	**To**
Grant Start Date:	Aug 01 2010	Aug 01 2010
Grant Close Date:	Oct 31 2012	Feb 28 2013

Reason for GAN:	Additional time is needed to complete invoicing and reimbursement process.
Reason Comment:	Grant Adjustment Notice

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. *Fill in the contact information and sign the Sub-Recipient Award*
2. *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.*
3. *Fill in the contact information located on Page 4.*
4. *Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.*
5. *Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as **"Exhibit A"**
2. Assurance – Construction Programs, hereinafter referred to as **"Exhibit B"**
3. Certification, hereinafter referred to as **"Exhibit C"**

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

DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

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

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

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA

Initial _____ Date 12/18/12

determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

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

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

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

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

Audit

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

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Initial _____ Date 12/18/12

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

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

Other Requirements

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

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

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

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

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

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

Closing the Grant

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

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

C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required

by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

DPS/SAA Contact Information	Sub-Recipient Contact Information (Please Fill-In Contact information below)
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220	Name: Ramon Garcia Title: Hidalgo County Judge Agency: Address: Hidalgo County 302 West University Drive Edinburg, TX 78539

Uniform Administrative Requirements, Cost Principals and Audit Requirements

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

A. Administrative Requirements

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

B. Cost Principles

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

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

D. Sub- 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 FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

Initial _____ Date 12/18/12

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §__.42

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

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

Legal Authority

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

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

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement. .

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

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

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Initial _____ Date 12/18/12

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

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

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

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Headings

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

Venue

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

Initial _____ Date 12/18/12

Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (I) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

a) Provisions applicable to a sub-recipient that is a private entity.
   i) You as a sub-recipient, your employees, may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or sub-award under this award.
   ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
         (a) Associated with performance under this award; or
         (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
   i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
   ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
      (1) Associated with performance under this award; or
      (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:
   i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
   ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:
   i) "Employee" means either:
      (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award; or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   iii) "Private entity" means:

Initial _____ Date 12/18/12

(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
(2) Includes:
(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).
(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Ramon Garcia
Type Name of Authorized Official

Hidalgo County Judge
Title

Hidalgo County
Sub-recipient Organization

12/18/12
Signature of Authorized Official Date

Initial _____ Date 12/18/12

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purcheses.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

Initial _____ Date 12/18/12

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

Ramon Garcia
Type Name of Authorized Official

Hidalgo County Judge
Title

Hidalgo County
Sub-recipient Organization

Signature of Authorized Official — 12/18/12 Date

Initial _____ Date 12/18/12

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act(40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

Initial _____ Date 12/18/12

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Please fill in the appropriate information and sign.

Ramon Garcia
Type Name of Authorized Official

Hidalgo County Judge
Title

Hidalgo County
Sub-recipient Organization

Signature of Authorized Official 12/18/12 Date

Initial _____ Date 12/18/12

Exhibit C

Certifications

The undersigned, Ramon Garcia (print), as the authorized official of Hidalgo County certifies the following to the best of his/her knowledge and belief.

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

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

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.

2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also,

Initial _____ Date 12/18/12

place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Ramon Garcia
Type Name of Authorized Official

Hidalgo County Judge
Title

Hidalgo County
Sub-recipient Organization

Signature of Authorized Official 12/18/12 Date

Initial _____ Date 12/18/12

AI-35585 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Administration (1293):
1. Approval to appropriate the Health Administration Budget in the amount of $340,000.00 for the period of 01/01/2013 to 12/31/2013.
2. Approval of Salary Schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-005-0-xxx

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

BUDGETARY IMPACT:

Funds for this budget are available in Fund 1293 fund balance; account number 2-1293-253-00-000-000-0-000.

Attachments

Appropriation

Salary Schedule Budget

BS Fund Balance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:39 PM
Manuel Chapa	Manuel Chapa	12/06/2012 09:56 AM
Rosalinda Cantu	Rosie Cantu	12/14/2012 05:15 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Mike Escaname Started On: 12/05/2012 01:12 PM

Final Approval Date: 12/14/2012

DATE: January 01, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-005-0-XXX Health Adm Program Income

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
3-1293-441-00-340-005-0-113	H.D. ADM-REG F/T EMPLOYEES	$ 36,000.00
Fringes		
3-1293-441-00-340-005-0-211	H.D. ADM-HEALTH INSURANCE	$ 3,500.00
3-1293-441-00-340-005-0-212	H.D. ADM-LIFE INSURANCE	$ 275.00
3-1293-441-00-340-005-0-220	H.D. ADM-FICA	$ 2,800.00
3-1293-441-00-340-005-0-230	H.D. ADM-RETIREMENT	$ 3,800.00
3-1293-441-00-340-005-0-250	H.D. ADM-UNEMPLOYMENT COMP	$ 375.00
3-1293-441-00-340-005-0-260	H.D. ADM-WORKERS COMP	$ 200.00
Other		
3-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SRV	$ 75,000.00
3-1293-441-00-340-005-0-583	H.D. ADM-TRAVEL OUT OF COUNTY	$ 10,000.00
3-1293-441-00-340-005-0-584	H.D. ADM-REGISTRATION FEES	$ 3,000.00
3-1293-441-00-340-005-0-601	H.D. ADM-OFFICE & COMPU SUPPL	$ 25,000.00
3-1293-441-00-340-005-0-603	H.D. ADM-EDUCATION/INSTRUCTION SUPPLIE	$ 11,909.00
3-1293-441-00-340-005-0-604	H.D. ADM-MEDICAL & LAB SUPPL	$ 51,141.00
3-1293-441-00-340-005-0-741	H.D. ADM-VEHICLES	$ 115,000.00
3-1293-441-00-340-005-0-811	H.D. ADM-LICENSES & PERMITS	$ 2,000.00
	TOTAL APPROPRIATION	$ 340,000.00
	TOTAL APPROPRIATION	$ 340,000.00

REASON: To appropriate the 2013 Health Adm Program Income Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

Hidalgo County Health & Human Services Department
2013 Health Administration Program Income Funding
Salary Schedule
January 1, 2013 through December 31, 2013

For Budgeting Purposes Only

3-1293-441-00-340-005-0-xxx

						Distribution										Insurance	
Slot #	**Employee #**	**Position Title**	**Grade & Step Salary**	**Actual Gross Salary**	**Actual Gross Salary With 3% COLA**	**340-003**	%	**340-005**	%	**340-008**	%	**340-011**	%	**340-012**	%	**Health Ins.**	**Life Ins.**
G002	141607	TX Vaccines Manager	40,078.00	40,079.00	41,281.37		-	2,889.70	0.07		-		-	38,391.67	0.93	300.23	23.36
0003	077933	Registered Nurse IV	58,888.00	59,374.00	61,155.22	59,238.39	0.97	1,916.83	0.03		-		-		-	135.54	10.55
G004	072001	Lic. Voc. Nurse III	46,747.00	46,747.00	48,149.41	9,952.89	0.21	1,820.01	0.04		-	36,376.51	0.76		-	157.40	12.25
G005	101303	Lic. Voc. Nurse III	46,747.00	46,747.00	48,149.41	9,952.89	0.21	1,820.01	0.04		-	36,376.51	0.76		-	157.40	12.25
G006	031925	Lic. Voc. Nurse III	46,747.00	46,747.00	48,149.41	9,953.92	0.21	1,818.98	0.04	36,376.51	0.76		-		-	157.31	12.24
G007	186376	Lic. Voc. Nurse III	46,747.00	46,747.00	48,149.41	14,637.33	0.30	1,593.41	0.03		-	31,918.67	0.66		-	137.80	10.72
G008	132497	Lic. Voc. Nurse II	42,884.00	43,491.00	44,795.73	14,278.89	0.32	1,454.36	0.03		-		-	29,062.48	0.65	135.19	10.52
G009	187658	Lic. Voc. Nurse II	40,078.00	40,078.00	41,280.34	10,763.50	0.26	1,454.36	0.04		-		-	29,626.80	0.72	146.70	11.41
G010	134651	Lic. Voc. Nurse II	42,884.00	43,491.00	44,795.73	14,278.89	0.32	1,454.36	0.03		-		-	29,062.48	0.65	135.19	10.52
G012	077909	Outreach Specialist I	25,839.00	26,228.00	27,014.84	1,781.90	0.07	1,200.98	0.04	24,031.96	0.89		-		-	185.12	14.40
G013	099775	Outreach Specialist I	25,839.00	25,839.00	26,614.17	2,138.28	0.08	1,166.99	0.04		-	23,308.90	0.90		-	182.58	14.21
G014	138371	Asst. TB Rcrd Mngr	25,021.00	25,067.00	25,819.01	1,707.74	0.07	1,146.39	0.04		-	22,964.88	0.92		-	184.89	14.39
G015	058335	Community Srv Aide	27,276.00	27,276.00	28,094.28	709.00	0.03	1,026.00	0.04		-		-	25,541.00	0.93	152.07	11.83
G016	005886	Community Srv Aide	29,186.00	29,186.00	30,061.58	779.71	0.03	1,131.97	0.04		-		-	28,149.90	0.93	156.80	12.20
G017	181609	Outreach Specialist I	23,385.00	23,385.00	24,086.55	541.78	0.02	36.05	0.00		-	23,508.72	1.01		-	6.23	0.48
G018	043494	Outreach Specialist II	29,186.00	29,186.00	30,061.58	9,249.40	0.31	991.89	0.03		-	19,820.29	0.68		-	137.39	10.69
G019	177547	Outreach Specialist I	25,839.00	25,839.00	26,614.17	8,219.40	0.31	874.47	0.03		-	17,520.30	0.68		-	136.82	10.65
G020	093904	Outreach Specialist I	24,203.00	24,375.00	25,106.25	11,549.39	0.46	15.45	0.00		-	13,541.41	0.56		-	2.56	0.20
G021	013668	HR Coordinator II	58,199.00	58,200.00	59,946.00	49,646.00	0.83	10,300.00	0.17		-		-		-	715.46	55.67
G022	176893	Registered Nurse V	63,599.00	63,599.00	65,506.97	63,682.84	0.97	1,824.13	0.03		-		-		-	115.95	9.02
		Total Gross Salary - >	769,372.00	771,681.00				**35,936.34**								**3,438.63**	**267.56**
								3,438.63	Health Insurance								
								267.56	Life Insurance								
							7.65%	**2,749.13**	FICA								
							10.32%	**3,708.63**	Retirement								
							1.00%	**359.36**	Unemployment Comp								
							0.50%	**179.68**	Worker's Comp								
								46,639.33									

Budget & Management Salary Schedule

340 005

2013 Fringe & Comp Rates ---------->

U:\Mikes Files 092710\Fringe Benefit Rates\2013

Prepared by:
Mike Escaname
Health Human Services Dept.
03/14/11

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1293	**HEALTH DEPARTMENT**				
2-1293-201-00-000-000-0-000	HEALTH GRANTS-ACCR SAL,WAGES & BENEFITS	72,332.54	.00	-72,332.54	.00
2-1293-202-00-000-000-0-000	HEALTH GRANTS-ACCOUNTS PAYABLE	38,908.85	.00	-38,908.85	.00
2-1293-202-00-000-001-0-000	HEALTH GRANTS-ACCOUNTS PAYABLE 2011	.00	.00	.00	.00
2-1293-202-00-000-002-0-000	HEALTH GRANTS-A/P MISC ITEMS	.00	.00	.00	.00
2-1293-206-00-000-001-0-000	RETAINAGE PAYABLE-CENTENIAL CONTRACTORS	.00	.00	.00	.00
2-1293-207-20-000-000-0-000	DUE TO STATE	.00	.00	.00	.00
2-1293-207-20-000-001-0-000	DUE TO STATE-TDH IMM PROGRAM	.00	.00	.00	.00
2-1293-207-20-000-002-0-000	DUE TO STATE-TDH TB ELIM PROGRAM	.00	.00	.00	.00
2-1293-207-20-000-003-0-000	DUE TO STATE-TB CONTROL	.00	.00	.00	.00
2-1293-207-20-000-004-0-000	DUE TO STATE-SDI	.00	.00	.00	.00
2-1293-207-20-000-005-0-000	DUE TO STATE-TB OPHP	.00	.00	.00	.00
2-1293-207-20-000-006-0-000	DUE TO STATE-BIOTERRORISM	.00	.00	.00	.00
2-1293-223-00-000-000-0-000	HEALTH GRANTS-DEFERRED REVENUE	15,188.31	.00	-15,188.31	.00
	Total Liabilities	**126,429.70**	**.00**	**-126,429.70**	**.00**
2-1293-246-00-000-000-0-000	RESERVED F/B-PREPAID ITEMS	.00	.00	.00	.00
2-1293-270-00-000-000-0-000	HEALTH GRANTS-BUDGETED FUND BALANCE	.00	.00	-321,359.00	-321,359.00
2-1293-253-00-000-000-0-000	HEALTH GRANTS-FUND BALANCE	1,234,382.82	.00	.00	1,234,382.82
	Total Equity	**1,234,382.82**	**.00**	**-321,359.00**	**913,023.82**
2-1293-275-00-000-000-0-000	HEALTH GRANTS-ESTIMATED REVENUES	.00	.00	-5,400,194.70	-5,400,194.70
2-1293-276-00-000-000-0-000	HEALTH GRANTS-REVENUES	.00	.00	2,866,329.67	2,866,329.67
2-1293-271-00-000-000-0-000	HEALTH GRANTS-APPROPRIATIONS	.00	.00	5,721,553.70	5,721,553.70
2-1293-272-00-000-000-0-000	HEALTH GRANTS-EXPENDITURES	.00	-9,374.77	-2,771,022.59	-2,771,022.59
2-1293-273-00-000-000-0-000	HEALTH GRANTS-ENCUMBRANCE CONTROL	.00	9,238.80	-74,099.81	-74,099.81
2-1293-274-00-000-000-0-000	HEALTH GRANTS-RESERVED FOR ENCUMBRANCES	.00	-9,238.80	74,099.81	74,099.81
	Total Controls	**.00**	**-9,374.77**	**416,666.08**	**416,666.08**
	Total Equity and Control	**1,234,382.82**	**-9,374.77**	**95,307.08**	**1,329,689.90**
	Total Liabilities and Equity	**1,360,812.52**	**-9,374.77**	**-31,122.62**	**1,329,689.90**

*Fund is in Balance .00

AI-35418 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Public Hearing to consider public comments on Regional Healthcare Partnership Plan for Region 5 prior to submission to the Texas Department of Health & Human Services Commission (HHSC) on or before December 31, 2012.

Public Hearing will be held on
December 18, 2012 at 10: 30 AM
Edinburg Council Chambers
415 W University Drive
Edinburg, Texas

BACKGROUND

Plan document will be sent prior to public hearing.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2012 11:52 AM
Manuel Chapa	Manuel Chapa	11/29/2012 03:59 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Dairen Sarmiento Started On: 11/27/2012 08:59 AM

Final Approval Date: 12/14/2012

AI-35560 **Health & Human Services Dept. 11. E.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Mike Escaname,
HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit grant application to JBS International. The funding in the amount of $50,000.00 is for evidence-based projects that enhance disease prevention initiatives and improve health outcomes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Announcement

RFP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/04/2012 09:52 AM
Manuel Chapa	Manuel Chapa	12/06/2012 01:35 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Mike Escaname Started On: 12/04/2012 08:59 AM

Final Approval Date: 12/14/2012

JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, MD 20852-5007
Phone: 301.495.1080
Fax: 301.587.4352

Announcement
Request for Proposal
Issue Date: December 3, 2012

Purpose

JBS International, Inc. seeks to competitively award evidence-based projects that enhance disease prevention initiatives and improve health outcomes by:

a. Increasing routine HPV vaccination coverage for adolescents and persons up to 24 years
b. Increasing the proportion of adults vaccinated annually against seasonal influenza
c. Increasing the percentage of adults vaccinated against pneumococcal, zoster, or Tdap

Projects shall align with the goals (and targeted objectives/strategies) described in the 2010 National Vaccine Plan, such that they:

a. Support communication to enhance informed vaccine decision making
b. Help to improve access to vaccines and coverage rates
c. Increase awareness of the benefits of preventing death and disease through safe and effective vaccinations

Funded projects must successfully demonstrate how proposed **HPV and/or adult immunization activities** will utilize innovative, evidence-based strategies (as recommended by the Centers for Disease Control and Prevention (CDC) and the Community Preventive Services Task Force (CPSTF)) to strengthen existing immunization systems.

Eligible applicants are invited to submit a proposal for one of the funding opportunities specific to either Community or Systems Interventions.

Available Funding

Selected applicants will receive **up to $10,000** (for Community Interventions) **or up to $50,000** (for Systems Interventions) to complete projects that promote a better system of prevention for adults in the United States and its affiliated Territories.

Submission Deadline

Proposals must be received by JBS International, Inc. (electronically or by mail) and time stamped before **Friday, December 21, 2012 by 3:00 p.m., EST**.

Questions

Please visit **http://nvpo.jbsinternational.com** to review the full proposal for details on eligibility, funding, and submission criteria.

Please send questions to vaccineproposal2012@jbsinternational.com or call 1-800-839-6324 (9:00 a.m. – 5:00 p.m., EST, Monday-Friday).

KEY INFORMATION SUMMARY SHEET

JBS International, Inc.

Request for Proposals
Support for Evidence Based Adult Immunization and HPV Health Projects

RFP Issue Date:	December 3, 2012
RFP Issuing Office:	Leslie McElligott, Project Director JBS International, Inc. 5515 Security Lane, Suite 800 North Bethesda, Maryland 20852 Phone: 240-645-4567 Email: vaccineproposal2012@jbsinternational.com Project Website: http://nvpo.jbsinternational.com
RFP Questions & Answers:	Rolling, through Monday, December 17, 2012 by 5:00 p.m., EST Email: vaccineproposal2012@jbsinternational.com Phone: 1-800-839-6324 during business hours (9:00 a.m. – 5:00 p.m., EST, Monday-Friday)
Send Proposals to: (electronically or by mail)	JBS International, Inc. vaccineproposal2012@jbsinternational.com Leslie McElligott, Project Director JBS International, Inc. 5515 Security Lane, Suite 800 North Bethesda, Maryland 20852
Closing Date and Time:	Friday, December 21, 2012 3:00 p.m., EST

1. JBS International, Inc. Background

Established in 1985, JBS International, Inc. delivers management consulting services to Government and private-sector clients in the United States and countries around the world. From its beginning, JBS has specialized in helping its clients address problems related to public health. JBS provides logistical and clinical support, and has extensive experience managing subcontracts, planning meetings, aiding with travel arrangements, and providing support to regional and local organizations.

2. National Vaccine Plan

Improving adult immunization levels is a national health priority. Each year, more than 40,000 American adults—including working-age men and women, healthcare workers, seniors, and others—die, and hundreds of thousands more are hospitalized, from diseases that can be inexpensively prevented by immunization. In general, vaccines are extremely cost-effective agents and are one of the few public health interventions that may directly lower medical costs to the individual.

Vaccines hold amazing potential for a healthier, stronger America. With 90 percent of children immunized, the success of children's immunization in the United States needs to be applied to adult populations. The barriers to adult vaccinations are challenging and nuanced, and educating health providers, as well as the public, is key.

The 2010 National Vaccine Plan provides a framework, including goals, objectives, and strategies, for pursuing the prevention of infectious diseases through immunizations.

The National Vaccine Plan has five goals:

- Goal 1: Develop new and improved vaccines
- Goal 2: Enhance the vaccine safety system
- Goal 3: Support communications to enhance informed vaccine decision-making
- Goal 4: Ensure a stable supply of, access to, and better use of recommended vaccines in the United States
- Goal 5: Increase global prevention of death and disease through safe and effective vaccination

Healthy People 2020 strives to increase immunization rates and reduce preventable infectious diseases. Its objectives include targets for reducing vaccine-preventable disease rates and increasing vaccine coverage among adolescents and adults by accomplishing the following: (i) increasing routine vaccination coverage levels for adolescents against human papillomavirus (HPV), (ii) increasing the proportion of adults who are vaccinated annually against seasonal influenza, and (iii) increasing the percentage of adults who are vaccinated against pneumococcal, zoster (shingles), and tetanus, diphtheria, and pertussis (Tdap), as outlined in the Centers for Disease Control and Prevention (CDC) adult immunization schedule.

The following data highlight the need to accelerate efforts to increase adult immunization coverage among select preventable illnesses:

Vaccine	Healthy People 2020 Targets[1]	Coverage
Pneumococcal Non-institutionalized adults over age 65	90%	59.7%[2]
Zoster (shingles)	30%	14.4%[2]
Influenza Adults over age 18	80%	41.1%[3]
Influenza High risk adults ages 18-49	90%	35.4%[3]
Human Papillomavirus (HPV) Females 13-15	80%	16.6%[4]

3. Purpose of the Request for Proposal

JBS International, Inc. seeks to competitively award evidence-based projects that enhance disease prevention initiatives and improve health outcomes by:

a. Increasing routine HPV vaccination coverage for adolescents and persons up to 24 years
b. Increasing the proportion of adults vaccinated annually against seasonal influenza
c. Increasing the percentage of adults vaccinated against pneumococcal, zoster, or Tdap

[Please note: For the purpose of this funding opportunity, HPV activities cover adolescents and persons up to 24 years of age. Adolescents are described as persons 11 to 17 years of age. Adults are described as persons 18-65 years of age. The elderly are described as persons >65 years of age.]

Projects shall align with the goals (and targeted objectives/strategies) described in the 2010 National Vaccine Plan, such that they:

a. Support communication to enhance informed vaccine decision making
b. Help to improve access to vaccines and coverage rates
c. Increase awareness of the benefits of preventing death and disease through safe and effective vaccinations

Funded projects must successfully demonstrate how proposed **HPV and/or adult immunization activities** will utilize innovative, evidence-based strategies (as recommended by the Centers for Disease Control and Prevention (CDC) and the Community Preventive Services Task Force (CPSTF)) to strengthen existing immunization systems.

[1] http://www.healthypeople.gov/2020/topicsobjectives2020/objectiveslist.aspx?topicId=23
[2] Centers for Disease Control and Prevention. Adult Vaccination Coverage - United States, 2010. MMWR 2012;61, pages 66-72: http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6104a2.htm?s_cid=mm6104a2_x
[3] http://www.cdc.gov/flu/pdf/professionals/vaccination/fluvacsurvey.pdf
[4] http://www.healthindicators.gov/Indicators/HPVvaccinationamongadolescents_1013/Profile/Data

CPSTF recommends that effective interventions to increase vaccination coverage among high-risk adult populations (http://www.thecommunityguide.org/vaccines/universally/index.html) consist of activities that:

a. Enhance access to vaccination services
b. Increase community demand for vaccinations
c. Offer provider- or system-based interventions
d. Include coordinated partnerships at a community/local level

CPSTF Recommended Strategies to Effectively Increase Adult Vaccination Rates http://www2a.cdc.gov/vaccines/ed/whatworks/strategies_list.asp
Standing Orders: A written order stipulating that all persons meeting certain criteria (i.e., age or underlying medical condition) should be vaccinated; thus eliminating the need for individual physician's orders for each patient.
Computerized Record Reminders: The computer can print a list of possible reminders that appear on a patient's record. The software can be programmed to determine the dates that certain preventive procedures are due or past due and then print computer-generated reminder messages, usually overnight, for patients with visits scheduled for the next day.
Chart Reminders: Chart reminders can be as simple as a colorful sticker on the chart or can be a comprehensive checklist of preventive services including vaccinations. Reminders to physicians that patient vaccinations are due or overdue should be prominently placed in the chart. Reminders that require some type of acknowledgment, even a simple checkmark by the physician, are more effective.
Performance Feedback: Provider assessment and feedback involves retrospectively evaluating the performance of providers in delivering one or more vaccinations to a client population and then reviewing their assessment data with providers.
Home Visits: Home visits involve providing face-to-face services to clients in their homes. These services can include education about vaccine-preventable diseases and vaccines, assessment of need for or referral to vaccination services, and delivery of vaccinations. Home-visiting interventions can also involve telephone or mail reminders.
Mailed/Telephone Reminders: To implement this reminder/recall strategy, medical staff either call the patient or send a postcard/letter reminding the patient that a vaccination is due (reminder) or overdue (recall) and offer the patient the opportunity to schedule an appointment.
Expanding Access in Health Care Settings: Expanding access can include 1) reducing the distance patients must travel to receive vaccination services, 2) increasing, or making more convenient, the hours during which vaccination services are provided, 3) delivering vaccinations in settings previously not used, and/or 4) reducing administrative barriers to vaccination (e.g., drop-in clinics or express lane vaccination services).

Patient Education: Patients coming in for a scheduled appointment are handed an information sheet to review in the practice waiting room, prior to hospital discharge, or upon admission to a long-term care facility.
Personal Health Records: Personal health records (PHRs) are issued to patients (either given to patients at the time of a visit or mailed) and contain a preventive care schedule, including recommended times to receive vaccinations.

4. Proposal Requirements

Eligible applicants are invited to submit a proposal for one of the following funding opportunities specific to either (i) *Community Interventions* or (ii) *Systems Interventions*. Applicants may apply for one award only.

A. Community Interventions:

Organizations eligible to submit proposals under the Community Intervention category include public and private non-profit organizations; community and faith-based organizations; community health centers and workers; health departments; and tribal and urban Indian organizations that operate under the Regional Offices led by a Regional Health Administrator.

Community Intervention proposals will be funded up to a maximum amount of $10,000.

Proposals for Community Intervention activities shall consist of targeted outreach to specified populations:

a. HPV target populations (adolescents and persons up to 24 years of age)
b. Adults 18-65 years of age
c. Adults 18-65 years of age suffering with chronic health diseases (also known as high-risk)
d. The elderly (over 65 years of age)
e. Pregnant women
f. Underserved populations

The following focus areas are strongly encouraged:

a. Promote public awareness about the value of vaccinations; with attention to how racial and ethnic disparities influence immunization rates
b. Provide information to target populations about the benefits of immunizations and where to go to receive them
c. Provide education to target populations about the increased risk of vaccine-preventable diseases due to asthma, diabetes, and other chronic diseases
d. Initiate and/or promote patient immunization reminders

Community Intervention proposals should include one or more known CPSTF recommended strategies (described above). Sample projects may include, but are not limited to: community outreach/education activities; developing vaccination reminder/recall systems; creating media messaging. Innovative approaches which offer a strong rationale and an evaluation metric will also be considered.

B. Systems Interventions:

Organizations eligible to submit proposals under the Systems Intervention category include coalitions; state, county, and local public health organizations; advocacy groups; organizations specific to physicians, nurses, pharmacists, physician assistants, nurse mid-wives, and community vaccinators; insurance providers and billing organizations; academic institutions and centers; colleges and universities; hospitals; and health professional organizations. Previous experience in the area of adult immunizations is required.

Systems Intervention proposals will be funded up to a maximum amount of $50,000.

Proposals under the Systems Intervention category should include activities that promote **systems change specific to adult immunizations**. Projects shall also address recommendations from the 2012 National Adult Immunization Summit; namely those that:

a. Evaluate and standardize quality and performance measures for adult immunizations
b. Improve and expand upon immunization information systems
c. Develop and/or improve immunization education and outreach campaigns for providers patients, and other targeted champions
d. Reduce administrative payment barriers or those due to lack of coordination
e. Increase engagement among employers, employee groups, and insurance providers

Focused proposed activities shall also fit into at least one of the four target categories (see below with examples):

1. **Increasing Provider Education** (e.g., implementing reminder systems in provider offices; and sponsoring provider forums or webinars to enhance awareness and adherence to recommended immunization schedules)
2. **Improving Patient Education** (e.g., hosting community health fairs, health walks, or other events to promote/educate patients about the importance of vaccinations; and creating a social media campaign to generate awareness about the benefits of receiving vaccinations)
3. **Expanding Access to Vaccinations** (e.g., building community networking opportunities; conducting interventions designed to eliminate or decrease barriers to adult immunizations; and organizing community vaccination programs)
4. **Reducing Health Disparities** (e.g., providing outreach to populations in targeted geographical regions; and identifying culturally sensitive/competent strategies to encourage vaccinations)

Systems Intervention proposals should include one or more known CPSTF recommended strategies (described above). Sample projects may include, but are not limited to: developing toolkits to improve and simplify immunization related billing/coding practices; convening stakeholders to boost immunization access for uninsured adults; and offering provider training to encourage office-wide behavior change.

5. Available Funding

Funding is available to support HVP and adult immunization activities, events, meetings, and other projects that promote a better system of prevention for adults in the United States and its affiliated Territories.

This is a competitive process, and a limited number of awards are available.

A. Community Interventions:

Community Intervention proposals will be funded up to a maximum amount of $10,000.

B. Systems Interventions:

Systems Intervention proposals will be funded up to a maximum amount of $50,000.

Funded activities for Community Interventions and Systems Interventions cannot support the direct purchase of vaccines. Unless authorized in writing by JBS International, Inc., the costs of the following items or activities are also not permitted:

a. Acquisition, by purchase or lease, of any interest in real property
b. Special rearrangement or alteration of facilities
c. Accountable property (defined as both real and personal property with an acquisition cost of $1,000 or more, with a life expectancy of more than two years)
d. Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value
e. Travel to attend general professional meetings
f. Foreign travel
g. Any costs incurred prior to the contract's effective date
h. Rental of meeting space not otherwise expressly authorized by JBS International, Inc.
i. Any formal second tier subcontract arrangement
j. Consultant fees in excess of $450 per day
k. Cost of delivery of any vouchers using other than the United Stated Postal Service (USPS) standard mail service
l. Airfare in excess of $1,000
m. Cost of food and/or light refreshments for meetings, not including per diem cost

6. Eligible Applicants

Funding is available to eligible entities located in the 50 States, the District of Columbia, the 6 U.S.-Affiliated Pacific Island Jurisdictions, Puerto Rico, and the U.S. Virgin Islands. Pharmaceutical companies and vaccine manufactures/distributors are not eligible to apply.

A. Community Interventions:

Eligible entities for the Community Intervention proposal include public and private non-profit organizations; community and faith-based organizations; community health centers and workers; health departments; and tribal and urban Indian organizations Community-based partnerships and collaborations are strongly encouraged.

B. Systems Interventions:

Eligible organizations for the Systems Intervention proposal include coalitions; state, county, and local public health organizations; advocacy groups; organizations specific to physicians, nurses, pharmacists, physician assistants, nurse mid-wives, and community vaccinators; insurance providers and billing organizations; academic institutions and centers; colleges and universities; hospitals; and health professional organizations. Previous experience in the area of adult immunizations is required.

7. Submission Instructions

A complete proposal will include the following elements:

A. Cover Sheet (see Appendix A for the Cover Sheet Template)

a. Date of submission

b. Project title

c. Name of applicant organization

d. Applicant address (street address, city, state, and zip code)

e. Authorized representative name, title, telephone number, email address

f. Alternate representative name, title, telephone number, and email address

g. Applicable funding category (select one):

   i. Community Interventions
   ii. Systems Interventions

h. Applicable target category/categories for the project (for System Interventions only):

   i. Increasing Provider Education
   ii. Improving Patient Education
   iii. Expanding Access to Vaccinations
   iv. Reducing Health Disparities

i. Signature of authorized (or alternate) representative
   A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the signature of a representative legally authorized to execute contractual obligations. The signature acknowledges all terms and conditions of this invitation. If submitted via e-mail, a typed electronic signature with the statement "this typed signature represents an official signature" is acceptable).

B. Organizational Background

The following organizational background items should be provided:

a. Description of the organization's mission, history, and services

b. Description of the geographic area and population served

C. Project Description

The following project descriptions should be provided:

a. Description of the proposed project

b. Description of how the project aligns with the applicable target category/categories (for Systems Interventions only):

   i. Increasing Provider Education
   ii. Improving Patient Education
   iii. Expanding Access to Vaccinations
   iv. Reducing Health Disparities

c. Description of how the project supports CPSTF recommendations of effective vaccine-related interventions or strategies that:

   i. Enhance access to vaccination services
   ii. Increase community demand for vaccinations
   iii. Offer provider- or system-based interventions
   iv. Include coordinated partnerships at a community/local level

d. Description of the proposed target population

e. Description of the demonstrated need for the project

f. Description of proposed partners and their contributions

g. Description of the proposed project goals and objectives

h. Description of how the project goals and objectives align with the 2010 National Vaccine Plan

i. Description of planned activities and deliverables

j. Description of proposed key milestones

k. Outline the proposed timeline for completion

D. Project Evaluation

The following project evaluation descriptions should be provided:

a. Description of the target measures that relate to the proposed project goals and objectives

b. Description of how proposed targets will be measured

E. Summary Report

The following summary report description should be provided:

a. Description of the final report template (as outlined in Section 12 – Reporting Requirements)

F. Budget

a. Applicants must submit a budget that is accompanied by a narrative explaining all costs associated with the proposed scope of work (see Section 8 – Cost Proposal).

8. Cost Proposal

Applicants must submit a budget that is accompanied by a narrative explaining all costs associated with the proposed scope of work. Budgets must be submitted with the proposal in a separate electronic submission, clearly marked as Cost Proposal. Below is a sample budget template with instructions (also found in Appendix B):

a. Enter staff names and positions of employees who will complete the project. Add additional rows as necessary.

b. Enter the number of hours estimated to complete this project.

c. Enter fully loaded hourly rates as indicated.

d. Enter total staff rates by multiplying the hourly rate by the number of hours for each individual staff member.

e. Detail other direct costs (ODCs) including travel, materials, printing, and miscellaneous expenses. Add additional rows as necessary.

f. Enter indirect costs (i.e., general and administrative (G&A) or facilities and administrative (F&A).

g. Total all staff, ODCs and indirect costs. Enter the amount in the Grand Total box.

SAMPLE COST PROPOSAL TABLE				
Staffing Costs				
	Position	**Hours**	**Hourly Rate**	**Total**
Staff A			$	$
Staff B			$	$
Staff C			$	$
Staff D			$	$
Staff Subtotal				$
Other Direct Costs (ODCs)				
Travel				$
Materials				$
Printing				$
Other (please define below)				$
ODC Subtotal				$
Indirect (Administrative) Costs				$
GRAND TOTAL				$

9. Review Criteria

Complete proposals shall include the elements outlined in Section 7 (Submission Instructions). Submissions will be evaluated by an objective technical review panel and evaluated on the following criteria:

A. Cover Page (5 points)

B. Organizational Background (5 points)

C. Project Description (60 points) (including the final report template)

E. Project Evaluation (15 points)

F. Budget (15 points)

10. Proposal Instructions and Requirements

The proposal shall adhere to the following instructions and submissions requirements:

a. A complete proposal must include all of the elements described in Section 7 (Submission Instructions). Partially completed proposals will not be considered.

b. Applicants may submit only one proposal for this funding opportunity. If an applicant submits more than one proposal, none of the proposals will be reviewed or considered for funding.

c. The proposal shall not exceed 6 pages (excluding the cover sheet, Appendix A), single-spaced, 1 inch margins, in 12-point size, and Times New Roman font. Outside of the page limit, the proposal may also include supplemental attachments the applicant chooses to submit (not to exceed 6 pages in length).

d. Proposals submitted in response to this solicitation must state that they are valid for a period of at least 45 days.

e. The proposal should be signed by an official with the authority to contract on behalf of the organization. If the proposal is submitted via e-mail, a typed electronic signature with the statement "this typed signature represents an official signature" is acceptable.

f. The proposal should be submitted in Microsoft Word or PDF format to the Project Director at vaccineproposal2012@jbsinternational.com. Applicants that are unable to submit electronically may submit a hardcopy of the proposal via mail to the following address:

Leslie McElligott, Project Director
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, Maryland 20852

g. The proposal must be received by JBS International, Inc. (electronically or by mail) and time stamped on or before Friday, December 21, 2012 by 3:00 p.m., EST. Late submissions will not be accepted. Applicants will receive confirmation of their submission in 3 days. If confirmation is not received, please call 1-800-839-6324 during business hours (9:00 a.m. – 5:00 p.m., EST, Monday-Friday).

10. Funding Notification

This is a competitive process, and a limited number of awards are available. Applicants will be notified by e-mail or mail by Monday, January 21, 2013, by 5:00 p.m., EST, regarding funding decisions. Projects may commence on Thursday, January 31, 2013, pending the receipt of an approved work plan.

11. Payment Process

Awardees will become subcontractors of JBS International, Inc.; therefore, no Catalog of Federal Domestic Assistance (CFDA) number is associated with these funds. The approved proposal will serve as a contract for required deliverables from awardees. A partial payment (to be determined) will be processed after a work plan has been approved by JBS International, Inc. The remaining award will be processed upon completion of the project and within 30 days of receipt and approval of the final report. Please Note: Any modifications to the awardee's proposal must be approved before the proposed project is implemented. Modifications to a proposed project that are not approved in advance may result in nonpayment. To request approval for any modifications, please contact the Project Director at vaccineproposal2012@jbsinternational.com.

12. Reporting Requirements

Offerors shall fulfill the following reporting requirements:

I. Work Plan

Prior to beginning the project, subcontractors are expected to submit a detailed work plan that outlines the tasks that will be completed to achieve the project's goals, objectives, and intended outcomes. Please note: a partial payment (to be determined) will be processed after a work plan has been approved by JBS International, Inc.

II. Monthly Reports

Subcontractors are expected to submit monthly progress report narratives that outline all project activities, including successes, challenges, solutions, and proposed enhancements. The report shall include copies of all materials developed during the reporting period, as well as detailed lists of the key contacts who received the materials. All items are due at the close of business on the last day of each month (or the next business day if the end of the month falls on a weekend). Reports should be submitted in Microsoft Word or PDF format to the Project Director at vaccineproposal2012@jbsinternational.com. Subcontractors that are unable to submit electronically may submit hardcopy proposals via mail to the following address:

Leslie McElligott, Project Director
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, Maryland 20852

III. Final Reports

The final report is a cumulative report of all project activities, including successes, challenges, solutions, and lessons learned. The report shall include, at a minimum: the project scope, summary of activity, successes and/or challenges, supplemental data, and outcomes. Subcontractors are expected to include copies of all materials developed over the course of the project, as well as detailed lists of the key

contacts who received the materials. Final reports should be submitted in Microsoft Word or PDF format to the Project Director at vaccineproposal2012@jbsinternational.com. Subcontractors that are unable to submit electronically may submit hardcopy proposals via mail to the following address:

Leslie McElligott, Project Director
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, Maryland 20852

The remaining award will be processed upon completion of the project and within 30 days of receipt and approval of the final report. Final reports must be received by JBS International, Inc. (electronically or by mail) and time stamped on or before Friday, September 13, 2013 by 3:00 p.m., EST. Late submissions may result in payment penalties. Subcontractors will receive confirmation of their submission in 3 days. If confirmation is not received, please call 1-800-839-6324 during business hours (9:00 a.m. – 5:00 p.m., EST, Monday-Friday).

13. Timeline

Schedule of Activities	Date
RFP Announced	Monday, December 3, 2012
Close of Question Period	Monday, December 17, 2012 at 5:00 p.m., EST
Proposal Submission Deadline	Friday, December 21, 2012 by 3:00 p.m., EST
Selection of Winning Proposals	Monday, January 21, 2013 by 5:00 p.m., EST
Contract(s) Finalized/Executed	Thursday, January 31, 2013
Contract Commencement	Thursday, January 31, 2013
Final Reports Due	Friday, September 13, 2013 by 3:00 p.m., EST

14. Proposal as Part of a Contract

Part or all of this RFP and the selected proposal may form the basis for the contract.

15. Project Director

The point of contact for purposes of this RFP prior to the award of any contract is the Project Director:

Leslie McElligott, Project Director
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, Maryland 20852
Phone: 240-645-4567
Email: vaccineproposal2012@jbsinternational.com

16. Questions and Answers

Questions from prospective applicants concerning this solicitation will be accepted by JBS International, Inc. throughout the question period, ending Monday, December 17, 2012, at 5:00 p.m., EST. Questions will be answered on a rolling basis. Answers to all substantive questions posed during the question

period will be distributed in writing to all applicants. Questions should be submitted electronically to vaccineproposal2012@jbsinternational.com or by calling 1-800-839-6324 during business hours (9:00 a.m. – 5:00 p.m., EST, Monday-Friday).

17. Addendum to RFP

JBS International, Inc. reserves the right to amend this RFP. If it becomes necessary to revise any part of this RFP, addenda will be provided in a timely manner to all prospective applicants known to have received the RFP. It is the responsibility of the applicant to comply with any adjustments made to this RFP prior to the proposal submission deadline.

18. Modification and Withdrawal of Proposals

Proposals may be modified or withdrawn by the applicant prior to the established submission deadline.

19. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the signature of the applicant by a representative legally authorized to execute contractual obligations. It is assumed by the applicant's response that it acknowledges all terms and conditions of this invitation for an application. An applicant shall identify clearly and thoroughly any variations between its proposal and the RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

20. Incurred Expenses

JBS International, Inc. will not bear any responsibility for any costs incurred by an applicant in preparing and submitting a proposal or any other activities related to this solicitation prior to issuance of a legally executed contract or procurement document.

21. Conflict of Interest

Offerors must indicate possible conflicts of interest related to engaging in a contract with JBS International, Inc. In cases where such relationship exists, applicants must describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided or resolved.

23. Ownership of Materials/Copyright

The Department of Health and Human Services (HHS), specifically, the National Vaccine Program Office (NVPO), has contracted with JBS International, Inc. to administer this project. All materials submitted regarding this funding announcement become the property of HHS. HHS has the right to use any or all information/materials presented in a proposal, subject to limitations for proprietary or confidential information. Disqualifications or denial of the proposal does not eliminate this right.

It is the responsibility of the awardee to identify proprietary information and request that the information be treated as such. Any additional restrictions on the use or inspection of materials contained within the proposal shall be clearly stated in the proposal itself. The HHS privacy policy is available at http://www.hhs.gov/Privacy.html.

Appendix A
Support for Evidence Based Adult Immunization and HPV Health Projects
Request for Proposal Cover Sheet

Date of Submission
Project Title
Name of Applicant Organization
Applicant Address Street Address: City, State, and Zip Code:
Authorized Representative Name: Title: Telephone Number: Email Address:
Alternate Representative Name: Title: Telephone: Name: Email Address:
Applicable Funding Category (select one only) ☐ Community Interventions ☐ Systems Interventions
Applicable Target Category/Categories for the Project (For System Interventions only. Check the best that applies) ☐ Increasing Provider Education ☐ Improving Patient Education ☐ Expanding Access to Vaccinations ☐ Reducing Health Disparities
Signature of Authorized (or Alternate) Representative A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the signature of a representative legally authorized to execute contractual obligations. The signature acknowledges all terms and conditions of this invitation. If submitted via e-mail, a typed electronic signature with the statement "this typed signature represents an official signature" is acceptable):

Appendix B
Support for Evidence Based Adult Immunization and HPV Health Projects
Sample Cost Proposal Table

Applicants must submit a budget that is accompanied by a narrative explaining all costs associated with the proposed scope of work. Budgets must be submitted with the proposal in a separate electronic submission, clearly marked as Cost Proposal. Below is a sample cost proposal template with instructions.

a. Enter staff names and positions of employees who will complete the project. Add additional rows as necessary.
b. Enter the number of hours estimated to complete this project.
c. Enter fully loaded hourly rates as indicated.
d. Enter total staff rates by multiplying the hourly rate by the number of hours for each individual staff member.
e. Detail other direct costs (ODCs) including travel, materials, printing, and miscellaneous expenses. Add additional rows as necessary.
f. Enter indirect costs (i.e., general and administrative (G&A) or facilities and administrative (F&A).
g. Total all staff, ODCs and indirect costs. Enter the amount in the Grand Total box.

SAMPLE COST PROPOSAL TABLE				
Staffing Costs				
	Position	**Hours**	**Hourly Rate**	**Total**
Staff A			$	$
Staff B			$	$
Staff C			$	$
Staff D			$	$
Staff Subtotal				$
Other Direct Costs (ODCs)				
Travel				$
Materials				$
Printing				$
Other (please define below)				$
ODC Subtotal				$
Indirect (Administrative) Costs				$
GRAND TOTAL				$

AI-35572 **Health & Human Services Dept. 11. F.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Consideration and approval of Contract for Outstationed Assigned Specialists in Health Care Facilities at:

1. Knapp Medical Center
2.Mission Hospital, Inc.
3. Rio Grande Regional Hospital
4. McAllen Hospitals LP (McAllen Medical Center & Edinburg Regional Medical Center)
5. Doctors Hospital at Renaissance

BACKGROUND

Annual Contract between Hidalgo County and HCCS, Inc hospitals. County has assigned employees located at listed hospitals. No additional funding needed.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No additional funding needed

The Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

Effective date is January 1, 2013

Attachments

DHR
KNAPP
MCALLEN
MISSION
RG REGIIONAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:08 PM
Manuel Chapa	Manuel Chapa	12/07/2012 11:21 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Dairen Sarmiento Started On: 12/05/2012 08:29 AM

Final Approval Date: 12/14/2012

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Doctor's Hospital at Renaissance**
P O Box 3293
McAllen, Texas 78502

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Doctor's Hospital at Renaissance** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

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

hereof.

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

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Doctor's Hospital at Renaissance**
Susan Turley, CPA, Chief Financial Officer
P O Box 3293
McAllen, Texas 78502
956-362-7360

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

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

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

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

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2013.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Contractor

_____
Signature *Date*

_____
Name

_____
Title

Approved by Commissioners' Court on

_____
Date

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Doctor's Hospital at Renaissance** 5501 South Closner - Wellness Center Edinburg, TX 78539 956-362-5566 956-362-2478

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT FOR PARTICIPATION

Out stationed Eligibility Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: Knapp Medical Center
P.O. Box 1110
Weslaco, Texas 78599

II. Recitals

WHEREAS, the County administers various Assistance Programs under the provisions of state and/or federal law and in collaboration with the hospitals and Hidalgo County Clinical Services, inc, and desires to provide processing of assistance applications at locations other than government offices.

WHEREAS, the Contractor desires to provide accommodations for out stationed County employed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Knapp Medical Center** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County")

The County will hire, train and assign to the Contractor's facility(s) eligibility specialist (hereafter referred to as assigned specialist.(s) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each assigned worker an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to specialist(s) conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

All specialist(s) assigned to the Contractor under this agreement remain employees of the County. The employer-employee relationship exists solely between the County and the assigned specialist(s) and all benefits, rights and employer-employee responsibilities rest with the County. Assigned specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives for the Contractor.

Each assigned specialist shall be under the technical supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the assigned specialist(s) shall be limited to the responsibilities and activities described in Attachment A.

Specialist(s) assigned under this contract are subject not only to County Regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with County Policy and the guaranteed protection of the civil rights of assigned specialist.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all policy responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to the Contractor any specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.
3. The Contractor will keep records of non-expendable property acquired under the

contract for three (3) years after final disposition of the property.

4. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

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

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each

party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by the agreement in writing executed by County and Contractor, and not otherwise.

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: Knapp Medical Center
Attn: Dinah L Gonzalez, Chief Financial Officer
P.O. Box 1110
Weslaco, Texas 78596
(956) 969-5117

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

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

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

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

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contracts. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX.

XI. Effective Date

The effective date of this contract January 1, 2013.

XIII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*
Hon. Ramon Garcia
Name

County Judge
Title

Contractor

_____
Signature *Date*

Name

Title

Approved by Commissioners' Court on _____
Date

APPROVED AS TO FORM:

By Steven L. Crain
Atlas & Hall L.L.P.

ATTEST:

Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Knapp Medical Center** 1401 East 8th Street Weslaco, TX 78596 956-969-4700 956-969-8268

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **McAllen Hospitals, LP**
1400 West Trenton Road
Edinburg, Texas 78539

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **McAllen Hospitals, LP** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

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

hereof.

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

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **McAllen Hospitals, LP**
Lorenzo Olivarez Jr., Chief Financial Officer
1400 West Trenton Road
Edinburg,Texas 78539
956-388-2126

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

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

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

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

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2013.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Contractor

_____
Signature *Date*

_____
Name

_____
Title

Approved by Commissioners' Court on

_____
Date

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Edinburg Regional Medical Center** 1102 West Trenton Road Edinburg, TX 78541 956-388-6704 956-388-6025

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**McAllen Medical Center** 301 West Expressway 83 McAllen, Texas 78503 956-971-5645 956-971-5839

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Mission Hospital, Inc.**
900 South Bryan Road
Mission, Texas 78572

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Mission Hospital, Inc.** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

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

hereof.

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

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Mission Hospital, Inc.**
Tim McVey, Chief Financial Officer
900 South Bryan Road
Mission, Texas 78572
956-323-9106

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

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

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

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

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2013.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Contractor

_____
Signature *Date*

_____
Name

_____
Title

Approved by Commissioners' Court on

_____
Date

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Mission Hospital, Inc** 906 South Bryan Rd Ste # 103 Mission, TX 78572 956-581-8596 956-581-9290

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Rio Grande Regional Hospital**
101 East Ridge Road
McAllen, Texas 78501

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Rio Grande Regional Hospital** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

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

hereof.

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

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County:
Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor:
Rio Grande Regional Hospital
Charles Mallon, Chief Financial Officer
101 East Ridge Road
McAllen, Texas 78503
956-632-6101

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

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

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

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

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2013.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Rio Grande Regional Hospital** 222 East Ridge, Ste # 118 McAllen, TX 78503 956-632-6586 956-632-6555

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

AI-35743 **Facilities Management 12. A.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Facilities Management:
Approval to process payment of claims from ARB Fire Protection in the amount of $16.00 for fire hose inspection services not being on contract (Invoice # 009038) with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-671

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

BUDGETARY IMPACT:

Available funds as of 12/13/12.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/13/2012 10:50 AM
Roland Garcia	Rolando Garcia	12/14/2012 10:50 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Olga Garza Started On: 12/13/2012 10:01 AM

Final Approval Date: 12/14/2012

FACILITIES MANAGEMENT
County Of Hidalgo

COPY

"In remembrance of those before us.

TO: RAYMUNDO EUFRACIO, HIDALGO COUNTY AUDITOR

ATTN: JESSICA ORTEGA

FROM: DANIEL FLORES, FACILITIES MANAGEMENT DEPT.

DATE: November 15 2012

REF: ARB Fire Protection Invoice #009038

The following document being submitted is a copy of invoice #009038, may this serve as a request so submit payment as soon as possible, please, as this is still pending.

ARB Fire Protection Invoice #009038 in the amount of $16.00 (PO#683759)

Thank you in advance for your consideration to this matter, if you have any questions or require additional information please call me at 956-289-7856 ext. 4357.

STATE OF TEXAS

Thank You

Daniel Flores
Facilities Management

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

СОБЛ

A R B Fire Protection

P.O. Box 168
Stamford, Texas 79553
Fire Extinguishers & Kitchen Systems
Sales & Service
PHONE: 214-364-0704

INVOICE
009038

Ship To: H.C. Courthouse & Annex
100 North Closner
Edinburg, TX 78539

Bill To: Art / Daniel

Phone:

Fax #: Vendor # 365432

Salesman		Customer P.O.	Terms:	Date:
MJ	☐ Annual ☐ Call ☐ New Account ☐ Semi Annual	669455	☐ Cash ☑ Charge ☐ Check ☐ Other	7-18-12

QTY.	DESCRIPTION	UNIT	EXTENSION
1	WATER PRESSURE / K-CLASS	4.00	4.00
	New / Used / Inspection / Recharge		
4	100' Hoses Inspected	4.00	16.00
	CARBON DIOXIDE (CO2)		
	5 lb. New / Used / Inspection / Recharge	Charge	
	10 lb. New / Used / Inspection / Recharge		
	HYDRO – TEST (Required every 5 years by State Law)		
	ABC, BC, & PURPLE K DRY CHEMICAL		
1	2-1/2 lb. ABC New / Used / Inspection / Recharge	4.00	4.00
	2-1/2 lb. New / Used / Inspection / Recharge		
38	5 lb. ABC New / Used / Inspection / Recharge	4.00	152.00
10	5 lb. ABC New / Used / Inspection / Recharge	9.00	90.00
9	10 lb. ABC New / Used / Inspection / Recharge	4.00	36.00
4	10 lb. ABC New / Used / Inspection / Recharge	12.00	48.00
4	20 lb. ABC New / Used / Inspection / Recharge	4.00	16.00
1	20 lb. ABC New / Used / Inspection / Recharge	20.00	20.00
	6 Year Maintenance		
14	HYDRO – TEST (Required every 12 years by State Law)	14.00	196.00
	FIRE SUPPRESSION SYSTEM		
	Hydro Year: Make & model:		
	New / Used / Inspection / Recharge		
	PARTS USED		
	Fuse Links / Blow off Caps		
	Miscellaneous Parts or Repairs		

GOOD SERVICES RECEIVED BY:
Gilbert Salinas ON 7-18-12
INVOICE RECEIVED BY:
Nancy Ponce ON 12-15-12

Sales Agreement

SIGNATURE X
Gilbert Salinas Jr.

SUB – TOTAL	582.00
TAX exempt	0
TOTAL	582.00

ALL NEW EQUIPMENT WILL BE C.O.D.
ALL CHARGES WILL BE NET 30 DAYS WITH 20% LATE FEE
FROM DATE OF INVOICE INCURRING ON 31ST DAY

16.00 PO-683759
2 HAD-419-99-720-001-0-671



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:** 08/07/2012

TO: Alma Ybarra **DEPARTMENT:** (220) FACILITIES MANAGEMENT

FROM: Jessica Ortega **PHONE:** (956)-318-2511 ext 4627

REFERENCE: BOGLE RICK & ANNETTE DBA ARB FIRE PROTEC Invoice #009038

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #009038*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: This invoice was short paid due to the hose inspection not being on contract. Contract is only for fire extinguishers not the hoses.
- ☐ COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

ARB Fire Protection

P.O. Box 168
Stamford, Texas 79553
Fire Extinguishers & Kitchen Systems
Sales & Service
PHONE: 214-364-0704

INVOICE
009038

Ship To: H.C. Courthouse & Annex
100 North Closner
Edinburg, TX 78539

Bill To: Art / Daniel

Phone:

Fax #: Vendor # 365432

Salesman	✓ Annual / ☐ New Account	☐ Call / ☐ Semi Annual	Customer P.O.	Terms: ☐ Cash / ✓ Charge / ☐ Check / ☐ Other	Date
MS			664455		7-18-12

QTY.	DESCRIPTION	UNIT	EXTENSION
1	**WATER PRESSURE / K-CLASS** New / Used / Inspection / Recharge	4.00	4.00
4	10# Hose Assembly **CARBON DIOXIDE (CO2)**	4.00	16.00
	5 lb. New / Used / Inspection / Recharge		
	10 lb. New / Used / Inspection / Recharge	Charge	
	HYDRO – TEST (Required every 5 years by State Law)	Tax Exempt	
	ABC, BC, & PURPLE K DRY CHEMICAL		
1	2-1/2 lb. New / Used / Inspection / Recharge		
	2-1/2 lb. ABC New / Used / Inspection / Recharge	4.00	4.00
38	5 lb. ABC New / Used / Inspection / Recharge	4.00	152.00
12	10 lb. ABC New / Used / Inspection / Recharge	7.50	90.00
3	10 lb. ABC New / Used / Inspection / Recharge	12.00	36.00
4	20 lb. ABC New / Used / Inspection / Recharge	12.00	48.00
4	20 lb. ABC New / Used / Inspection / Recharge	4.00	16.00
1	6 Year Maintenance	20.00	20.00
14	HYDRO – TEST (Required every 12 years by State Law)	14.00	196.00
	FIRE SUPPRESSION SYSTEM		
	Hydro Year: Make & model: New / Used / Inspection / Recharge		
	PARTS USED		
	Fuse Links / Blow off Caps		
	Miscellaneous Parts or Repairs		

#58200 PO 664455
1-100-419-00-220-00-0

GOOD SERVICES RECEIVED BY: Gilbert Salinas ON 7/18/12
INVOICE RECEIVED BY: [illegible] ON 7/23/12

SUB – TOTAL	582.00
TAX	exempt
TOTAL	582.00

Sales Agreement

SIGNATURE X _____
Gilbert Salinas Jr.

ALL NEW EQUIPMENT WILL BE C.O.D.
ALL CHARGES WILL BE NET 30 DAYS WITH 20% LATE FEE
FROM DATE OF INVOICE INCURRING ON 31ST DAY

93634

Daniel Flores

From: Jessica Ortega [jessica.ortega@auditor.co.hidalgo.tx.us]
Sent: Tuesday, October 23, 2012 4:20 PM
To: 'Alma Ybarra'
Cc: 'Daniel Flores'
Subject: DISCREPANCIES
Follow Up Flag: Follow up
Flag Status: Red

Good afternoon Ms. Alma,

Can you please let me know the status on these invoices:

Allied Fire Protection	INV#MA36701	PO#677269 (invoice returned 7-23-12)
Gulf Coast Paper	INV#423825	PO#678029 (invoice returned 8-1-12)
ARB Fire	INV#009038	PO#669455 (invoice returned 8-7-12)
A-OK Vacuum	INV#59161	PO#59161 (invoice returned 9-24-12)

Thanks,
Jessica Ortega
Accounts Payable
Hidalgo County Auditor's Office
Ph. 956-318-2511 ext. 4627
Fax. 956-292-7605

10/24/2012

DATA ENTERED
NOV 14 2012

ARB Fire Protection

P.O. Box 168
Stamford, Texas 79553
Fire Extinguishers & Kitchen Systems
Sales & Service
PHONE: 214-364-0704

INVOICE
009038

Ship To: H.C. Courthouse (1) & Annex
100 North Closner
Edinburg, TX 78539

Bill To: Art Daniel

Phone: _____

Fax #: Vendor # 36543

Salesman	☑ Annual ☐ Call ☐ New Account ☐ Semi Annual	Customer P.O.	Terms: ☐ Cash ☐ Charge ☐ Check ☐ Other	Date:
MJ		664455		7-16-12

QTY.	DESCRIPTION	UNIT	EXTENSION
1	**WATER PRESSURE / K-CLASS**	4.00	4.00
	New / Used / Inspection / Recharge		
4	~~10 lb. Hose Extended~~	4.00	16.00
	CARBON DIOXIDE (CO2)		
	5 lb. New / Used / Inspection / Recharge		
	10 lb. New / Used / Inspection / Recharge	Charge	
	HYDRO – TEST (Required every 5 years by State Law)	Hydro	
			2012
	ABC, BC, & PURPLE K DRY CHEMICAL		
1	2-1/2 lb. ABC New / Used / Inspection / Recharge	4.00	4.00
1	2-1/2 lb. ABC New / Used / Inspection / Recharge	4.00	4.00
38	5 lb. ABC New / Used / Inspection / Recharge	4.00	152.00
10 38	5 lb. ABC New / Used / Inspection / Recharge	10.00	100.00
9	10 lb. ABC New / Used / Inspection / Recharge	4.00	36.00
4 1	10 lb. ABC New / Used / Inspection / Recharge	12.00	48.00
4 1	20 lb. ABC New / Used / Inspection / Recharge	4.00	16.00
1 1	20 lb. ABC New / Used / Inspection / Recharge	20.00	20.00
	6 Year Maintenance		
14 1	HYDRO – TEST (Required every 12 years by State Law)	14.00	196.00
	FIRE SUPPRESSION SYSTEM		
	Hydro Year: Make & model:		
	New / Used / Inspection / Recharge		
	PARTS USED	$582.00	PO 66455
	Fuse Links / Blow off Caps	1-1100-419-00.220-00-0432	
	Miscellaneous Parts or Repairs	GOOD SERVICES RECEIVED BY:	
		ON 7/16/12	
		INVOICE RECEIVED BY:	
		ON 7/23/12	

RECEIVED BY
JUL 23 2012

Sales Agreement

SIGNATURE X _____

SUB – TOTAL	582.00
TAX	exempt 0
TOTAL	582.00

ALL NEW EQUIPMENT WILL BE C.O.D.
ALL CHARGES WILL BE NET 30 DAYS WITH 20% LATE FEE
FROM DATE OF INVOICE INCURRING ON 31ST DAY

Purchase Order

COUNTY OF HIDALGO

PO#: 683759

DATE: 11/13/12

Needed 10-25-12

VENDOR: 365432 REQ:00225337

Email:

Phone:(214)364-0704

BOGLE, RICK & ANNETTE
D/B/A ARB FIRE PROTECTION
P.O. BOX 168
STAMFORD TX 79553

Vendor Acct:

BUYER:

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:

SITE: FACILITIES MANAGEMENT

Special Instructions:

Contract No:

REQ#959

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		
4	EACH	OM 100' HOSES INSPECTED	4.00	16.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		16.00
		**********		
		For Hidalgo County use only		
		2-1100-419-40-220-001-0-671 16.00		
		Approved		

Authorized by: Martha L. Salazar

AI-35600 **Urban County 13. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program is requesting approval of Amendment No. 1 to a Professional Engineering Service contract with LeFevre Environmental & Management Consulting, LLC for the Texas Department of Agriculture (TDA) Contract No. 711245. The Amendment will increase the contract amount of $44,000.00 by $8,219.00 for a total amount of $52,219.00 to be utilized for construction material testing.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with the TDA Contract No. 711245 (amendments, change orders, request for payments, etc.).

BACKGROUND

Urban County Program is requesting approval of an amendment to the professional services agreement approved April 10, 2012. The additional funding will be utilized to obtain additional services for construction materials testing from Terracon. (See attached justification for additional services submitted by LeFevre Environmental & Management Consulting, LLC)

Contract amount: $44,000.00
Amendment No. 1: $8,219.00
New Contract amount: $52,219.00

TDA Construction funds: $370,000.00
Construction contract award: $338,607.50
Contract Funds available: $ 31,392.50

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:48 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Mary Flores Started On: 12/05/2012 04:27 PM

Final Approval Date: 12/14/2012

AI-35692 **Urban County 13. B.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Nellie Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to dispose of Community Development Block Grant records for Program Years 1988 thru 2001.

BACKGROUND

The Urban County Program wishes to have the boxes listed on Exhibit "A" disposed of. These boxes are currently located at Edinburg Storage Center Unit F6. Federal regulations governing record retention require the county to maintain pertinent records
for a period of 6 years from the date of closeout.

Attachments

File Records

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/11/2012 04:41 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Mary Flores Started On: 12/11/2012 04:25 PM

Final Approval Date: 12/14/2012

EXHIBIT "A"

FILE RECORDS IN EDINBURG STORAGE CENTER

UNIT F6

YEAR	DIVISION	ACTIVITY DESCRIPTION	BOX #
91-93	CDBG	PCT#1, PCT#2, PCT#3	1
91-93	CDBG	PCT#3, PCT#4	2
97-98	CDBG	ALTON	3
93-96	CDBG	EDCOUCH INACTIVE FILES	4
91-94	CDBG	PCT#2	5
92-95	CDBG	ALAMO, DONNA, LA VILLA, PCT#1	6
94-95	CDBG	PALMVIEW, PCT#3	7
93-96	CDBG	ELSA INACTIVE FILES	8
97	FINANCE	A/P & PAYROLL BATCH #482-494 (AUG - SEP)	9
92	CDBG	LA JOYA, ELSA, PALMVIEW	10
91-92	CDBG	HIDALGO	11
90-93	CDBG	SAN JUAN	12
91-93	CDBG	ALTON, DONNA	13
93,95	CDBG	(93)ELSA, PENITAS, (95) PCT#3	14
94-95	CDBG	ALTON	15
92-97	CDBG	PCT#2 INACTIVE FILES	16
96	CDBG	ELSA, WESLACO, DONNA, PCT#1	17
93-96	CDBG	LA JOYA INACTIVE FILES	18
93-95	CDBG	HIDALGO	19
90	CDBG	ENGINEER/CONSTRUCTION CONTRACTS-VARIOUS CITIES/PCTS	20
91,94	CDBG	(91) ALAMO, WESLACO, (94) LA VILLA	21
92-96	CDBG	PCT#2, LA JOYA, ELSA, EDCOUCH, PENITAS (BLUEPRINTS)	22
93	CDBG	ALAMO, ALTON	23
91-93	CDBG	EDCOUCH, ELSA, LA JOYA, PALMVIEW	25
94-95	CDBG	ALAMO, PCT#1	26
95-97	CDBG	PCT#4, WESLACO, SAN JUAN, MERCEDES, PROGRESO	27
94-97	CDBG	WESLACO, MERCEDES, PROGRESO, PCT#4	28
93-95	FINANCE	(93-95) A/P CHECK VOUCHERS, (94-95) PAYROLL CHECK VOUCHERS	29
94-97	CDBG	WESLACO, MERCEDES, PROGRESO, SAN JUAN	30
94-96	CDBG	SAN JUAN, MERCEDES	31
89	CDBG	CONSTRUCTION & ENGINEERING CONTRACTS STATEMENTS & AMENDMENTS	32
88	CDBG	CONSTRUCTION & ENGINEERING CONTRACTS STATEMENTS & AMENDMENTS	33
N/A	CDBG	MONTE ALTO SURVEYS	34
N/A	CDBG	MISCELLANEOUS SPEC BOOKS	35
90	FINANCE	PAYROLL JOURNALS	36
96	FINANCE	A/P & PAYROLL B#400-411 (AUG - SEP)	37
97	FINANCE	A/P & PAYROLL B#444-460 (APR - JUNE)	38
97	FINANCE	A/P & PAYROLL B#461-481 (JUNE-JULY)	39
97	FINANCE	BANK STATEMENTS	40
97	FINANCE	A/P & PAYROLL B#505-518	41
00	FINANCE	PAYROLL JOURNALS	42
93	ESG	ESG CONTRACTS	43
94-96	ESG	ESG CONTRACTS	44
90-93	CDBG	ALAMO EDA	45
97	FINANCE	PAYROLL JOURNALS	46
98	FINANCE	PAYROLL JOURNALS	47
97	FINANCE	A/P & PAYROLL B#495-504	48

YEAR	DIVISION	ACTIVITY DESCRIPTION	BOX #
97	FINANCE	A/P & PAYROLL B#429-443 (FEB - APR)	50
93-96	CDBG	MISCELLANEOUS FILES VARIOUS CITIES	51
90'S	CDBG	OLD ENVIRONMENTALS	52
97	ESG	ESG CONTRACTS	53
96-99	CDBG	PALMVIEW, PCT#3 SUBRECIPIENTS	54
98	ESG	ESG CONTRACTS	56
93-94	HOME	HOME PROGRAM A/P VENDOR FILES	64
97	FINANCE	GENERAL LEDGER JOURNAL ENTRIES	65
92-96	FINANCE	AUDIT WORK PAPERS	66
97	FINANCE	A/P & PAYROLL B#419-428 (JAN-FEB)	67
93-94	FINANCE	A/P JOURNALS	68
94-95	FINANCE	AUDIT DOCUMENTS, BANK STATEMENTS, FED CASH REPORTS	69
N/A	CDBG	UCP RESOURCE CENTER	70
N/A	CDBG	UCP RESOURCE CENTER	71
98-PRIOR	MONITOR	MONITORING FILES A TO E	72
98-PRIOR	MONITOR	MONITORING FILES H TO Z	73
N/A	MONITOR	MONITORING OLD RESOURCES	74
N/A	MONITOR	MONITORING OLD RESOURCES	75
96	FINANCE	A/P & PAYROLL B#388-396 (MAY - JUNE)	76
95	FINANCE	A/P & PAYROLL B#328-335 (MARCH - APRIL)	77
95	FINANCE	A/P & PAYROLL B#362-370 (OCT - DEC)	78
N/A	CDBG	UCP RESOURCE CENTER BOX #2	79
N/A	CDBG	UCP RESOURCE CENTER BOX #3	80
N/A	CDBG	UCP RESOURCE CENTER BOX #4	81
N/A	CDBG	UCP RESOURCE CENTER BOX #5	82
95-98	FINANCE	TRACE REPORTS, YEAR END, DEPOSIT SLIPS	84
96	FINANCE	A/P & PAYROLL B#410-416 (OCT - NOV)	87
N/A	HOME	OLD FTHB FILES & PROYECTO AZTECA FILES	88
95	FINANCE	A/P & PAYROLL B#344-351 (JUNE - AUG)	89
96	FINANCE	A/P & PAYROLL B#397-403 (OCT - NOV)	90
96	FINANCE	BANK STATEMENTS & FED CASH REPORTS	91
96	FINANCE	CASH ON HAND REPORTS	93
N/A	HOME	JUAN'S OLD FILES	94
N/A	HOME	OLD HOME FILES	96
98	FINANCE	FINANCIAL BINDERS	99
96	ADMINISTRATION	CONSOLIDATED PLAN	100
96	FINANCE	A/P & PAYROLL B#371-380 (JAN - MAR)	101
96	FINANCE	A/P & PAYROLL B#381-389 (APR - MAY)	102
90,96	FINANCE	(90) GPR (90) AUDIT INFO	103
95	FINANCE	TRACE REPORTS & A/P JOURNALS	104
93	ADM, COL, FINANCE	CCC MEMOS, JAN-APR BANK STATEMENTS, COL 701135	105
91-94	FINANCE	BANK STATEMENTS, JOURNAL ENTRIES, PO	106
93	HOME	VENDOR FILES R-Z	107
95	FINANCE	BANK STATEMENTS	108
97-98	FINANCE	INVOICE SUMMARY, PO	109
N/A	ESG	ESG CONTRACTS/FILES	110
95	FINANCE	EXPENDITURE REPORTS	111
95	FINANCE	LOCCS REPORTS	112
95	FINANCE	CASH ON HAND REPORTS	113
94	HUMAN RESOURCES	PERSONNEL FILES	114
N/A	ADMINISTRATION	TEX ENT BANKRUPTCY CASES	115

YEAR	DIVISION	ACTIVITY DESCRIPTION	BOX #
N/A	ESG	ESG GENERAL FILES	116
96	FINANCE	PAYROLL JOURNALS	117
93	FINANCE	PAYROLL JOURNALS	118
97	ADMINISTRATION	IDIS REPORTS	119
94-95	FINANCE	GENERAL LEDGER JOURNAL ENTRIES	120
93	FINANCE	PURCHASE ORDERS, A/P CHECK VOUCHERS	121
94	HOME	VENDOR FILES A-Z	122
96	FINANCE	OLD DEPOSIT BOOKS, PURCHASE ORDERS, AGENDAS, CASH ON HAND	123
93	HOME	VENDOR FILES G-Q	124
N/A	COL, CDBG	COLONIA 1A, 1B, PROGRESO EXTENSION SV	125
95	FINANCE	A/P & PAYROLL B#352-361 (AUG - OCT)	126
96	FINANCE	BUDGET AMENDMENTS, HOME LIQUIDATED POS, JOURNAL ENTRIES	127
95	FINANCE	PAYROLL JOURNALS & W-3 TRANSMITALS	128
96	FINANCE	JOURNAL ENTRIES REPORTS (JULY - DEC)	130
95	FINANCE	A/P & PAYROLL B#336-343 (MAY - JUNE)	131
N/A	ADMINISTRATION	MISCELLANEOUS CONFERENCE	132
96-98	FINANCE	A/P & PAYROLL CHECK VOUCHERS	133
94	FINANCE	ACCOUNTANT FILE MISCELLANEOUS	134
95	FINANCE	GENERAL LEDGER JOURNAL ENTRIES (JULY - DEC)	135
N/A	HOME	JUAN'S OLD FILES	136
N/A	HOME	REHAB NEGATIVES	137
N/A	HOME	HOME ENVIRONMENTAL WRITE UP PLANS	138
95-98	FINANCE	ACCTS PAYABLE INVOICE SUMMARIES	139
99-00	HOME	HOME NEGATIVES, WRITEUPS, PLANS	140
N/A	HOME	JUAN'S OLD FILES	141
97	FINANCE	CASH ON HAND FILES & JOURNAL ENTRIES	142
97	ADMINISTRATION	FAX LINK REPORTS	143
93	HOME	VENDOR FILES A-F	144
93-94	FINANCE	PAYROLL JOURNALS	145
N/A	FINANCE	OLD CANCELLED PURCHASE ORDERS	147
95	FINANCE	941 PAYROLL REPORTS	148
N/A	FINANCE	IBC CHECKS	149
98	FINANCE	AP & PAYROLL B#519-530	150
98	FINANCE	AP & PAYROLL B#558-564	151
99	FINANCE	AP & PAYROLL B#640-647	152
98	FINANCE	AP & PAYROLL B#596-601	153
98	FINANCE	AP & PAYROLL B#530-541	154
99	FINANCE	AP & PAYROLL B#626-631	155
99	FINANCE	AP & PAYROLL B#656-663	156
99	FINANCE	AP & PAYROLL B#679-684	157
98	FINANCE	AP & PAYROLL B#542-549	158
99	FINANCE	AP & PAYROLL B#672-678	159
99	FINANCE	AP & PAYROLL B#632-639	160
98	FINANCE	AP & PAYROLL B#574-580	161
99	FINANCE	AP & PAYROLL B#611-617	162
99	FINANCE	AP & PAYROLL B#602-610	163
98	FINANCE	AP & PAYROLL B#550-557	164
97	FINANCE	BANK STATEMENTS	165
98	FINANCE	AP & PAYROLL B#581-588	166
98	FINANCE	AP & PAYROLL B#589-595	167
99	FINANCE	FINANCIAL INFORMATION	168

YEAR	DIVISION	ACTIVITY DESCRIPTION	BOX #
98	FINANCE	AP & PAYROLL B#664-671	169
98	FINANCE	AP & PAYROLL B#565-573	170
99	FINANCE	AP & PAYROLL B#618-625 (MAR-APR)	171
99	FINANCE	AP & PAYROLL B#648-655 (JUL-AUG)	172
2000	FINANCE	AP & PAYROLL B#685-692 (JAN-FEB)	173
2000	FINANCE	AP & PAYROLL B#692-701 (FEB-MAR)	174
2000	FINANCE	AP & PAYROLL B#701-707 (MAR-APR)	175
2000	FINANCE	AP & PAYROLL B#708-714 (APR-MAY)	176
2000	FINANCE	AP & PAYROLL B#715-722 (MAY-JUN)	177
2000	FINANCE	AP & PAYROLL B#723-730 (JUN-JUL)	178
2000	FINANCE	AP & PAYROLL B#731-740 (JUL-SEP)	179
2000	FINANCE	AP & PAYROLL B#741-748 (SEP-OCT)	180
2000	FINANCE	AP & PAYROLL B#749-758 (OCT-NOV)	181
2000	FINANCE	AP & PAYROLL B#759-765 (NOV-DEC)	182
2001	FINANCE	AP & PAYROLL B#766-774 (JAN-FEB)	183
2001	FINANCE	AP & PAYROLL B#775-785 (FEB-MAR)	184
2000	FINANCE	CASH ON HAND, BUDGET AMENDMENTS & JOURNAL ENTRIES	185
2000	FINANCE	CASH ON HAND, BANK STATEMENTS	186
99	FINANCE	BUDGET AMENDMENTS, & JOURNAL ENTRIES	187

AI-35581 **Urban County 13. C.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for geotechnical and construction material testing.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) testing firms from the county's approved "pool" as graded and evaluated by the City of Weslaco, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project.

Professional Service Firm	Grade	Ranked
RABA Kistner Constultants, Inc.	96.33%	
Terracon Consulting Engineers	93.67%	
Professional Services Industries, Inc.	92.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm of _____ for geotechnical and construction material testing for Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project.

BACKGROUND

The three testing firms rated from the county's approved "pool" are: (1) RABA Kistner Constultants, Inc., (2) Terracon Consulting Engineers, and (3) Professional Services Industries, Inc. for the City of Weslaco Water/Sewer Improvements project which consists of new construction of recycling water line to existing water plant.

Funds Available:

$ 1,222.00	YR 20 (2006) Water/Sewer Improvements
$ 6,060.83	YR 21 (2008) Water/Sewer Improvements
$ 25,626.98	YR 23 (2010) Water/Sewer Improvements
$232,439.20	YR 24 (2011) Water/Sewer Improvements
$240,000.00	YR 25 (2012) Water/Sewer Improvements
$503,349.01	

Attachments

Scoring Grid City of Weslaco

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:16 PM

Purchasing Department Monica Badillo 12/14/2012 05:37 PM

Form Started By: Mary Flores Started On: 12/05/2012 11:37 AM

Final Approval Date: 12/14/2012

City of Weslaco
Testing Services
Water/Sewer Improvements
Years 24 (2011)
Grading-Ranking Grid

Criteria	RABA-Kistner Consultants, Inc.			Terracon Consulting Engineer			Professional Services Industries, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	25	25	25	25	25	24	25	25	23
Experience of Project Team/Liability to Commit Resources	20	20	20	20	20	20	20	20	20
Methodology	16	20	15	18	20	15	16	20	12
Understanding of Project/Similar Projects	25	25	25	25	21	25	25	23	25
Familiarity with Applicable Rules & Regulations	10	8	10	10	3	10	10	4	10
TOTALS	96	98	95	98	89	94	96	92	90
AVERAGES	289÷3 = 96.33%			281÷3 = 93.67%			278÷3 = 92.67%		
RATING	1			2			3		

AI-35557 **Urban County 13. D.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of Sullivan City, is requesting consideration and action to award and enter into a construction contract with 2GS, LLC. for the 2004/05/12 Street Improvements project in the amount of $271,796.25, utilizing funds from UCP Year 17, 18, & 25 (2004, 2005, & 2012), Urban County Sullivan City Street Improvements line item.

BACKGROUND

The bid opening was held November 21, 2012 and the lowest bidder meeting all specifications and/or requirements was 2GS, LLC. The project involves street improvements on Valle and Maro Street in Sullivan City, Texas. Please see attached recommendation by the project engineer, city's letter of recommendation, and contractor's general liability insurance. Project's engineering firm is Javier Hinojosa Engineering.

Contractor: 2GS, LLC.
Contract Amount: $271,796.25

Funds Available:
$ 11,102.76 YR 17 (2004) Sullivan City Street Imp funds
$ 55,065.30 YR 18 (2005) Sullivan City Street Imp funds
$262,900.00 YR 25 (2012) Sullivan City Street Imp funds
$329,068.06 Total funding available

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/04/2012 09:46 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Mary Flores Started On: 12/03/2012 04:14 PM

Final Approval Date: 12/14/2012

CONSTRUCTION CONTRACT

This Agreement entered into this **18th Day of December, 2012** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **2GS, LLC. (a corporation)** (a partnership) (an individual) of **Peñitas,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**Sullivan City – Street Improvements**
PROJECT No.:	**5004/05/12-77-0311-5100-7700-UCP-CJA**
PROJECT DESCRIPTION:	**Street improvements on Maro & Valle in Sullivan City, Texas**

heinafter called the project, for the sum of **($271,796.25) – Two hundred seventy-one thousand, seven hundred ninety-six dollars and twenty-five cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(100) One hundred** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($300.00) Three hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

Humberto Garcia, Jr., Secretary/Officer
2GS, LLC.

Name of Firm: 2GS, LLC.

Address: PO Box 595
Peñitas, Texas 78576

Federal I.D./S.S.: 45-4338911

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

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

by Humberto Garcia, Jr., Secretary/Officer of and on behalf of 2GS, LLC.
(name) (title) **(a corporation)** (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-35722 **Right of Way 14. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Ratification of the Earnest Money Contract approved by Commissioners' Court on October 30, 2012 (AI 34911). (Pct.4 Drainage Project, Lot 19 Hoehn Drive Subdivision.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-711

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

BUDGETARY IMPACT:

Available funds as of 12/14/12. (Pct. 4 Funding the Project- Drainage Project)

Attachments

Lot 19 Norma Lydia Alvarez

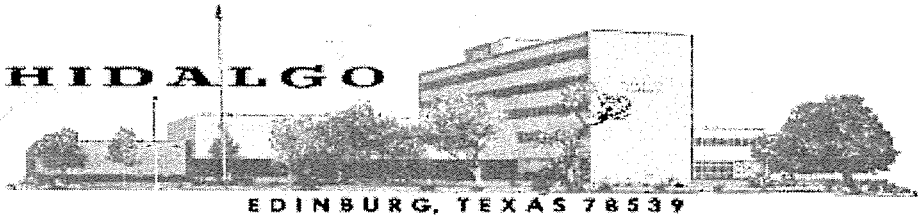
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/12/2012 04:14 PM
Olga Garza	Olga Garza	12/14/2012 03:37 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Rebecca Gomez Started On: 12/12/2012 03:10 PM

Final Approval Date: 12/14/2012

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:** 12/10/2012

TO: Veronica Lopez **DEPARTMENT:** (124) COMMISSIONER, PRECINCT 4

FROM: Lupita Garza **PHONE:** (956)-318-2511 ext 4630

REFERENCE: VALLEY LAND TITLE CO., ESCROW AGENT Invoice #12/05/12

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #12/05/12*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

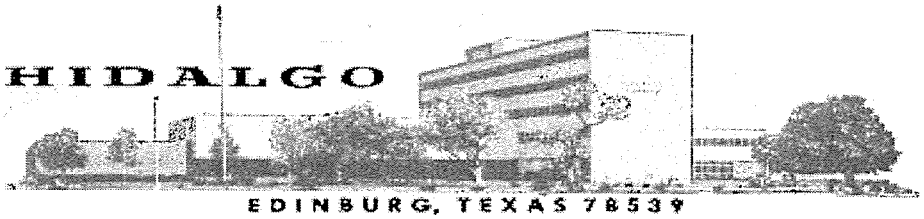
- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**

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.

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

☑ COMMENTS / RECOMMENDATION: Veronica invoice#12/05/12 for Valley Land Title Co. is being returned for the following reasons: On October 30, 2012 Commissioners' Court approved for County Judge to Execute Earnest Money Contract and to issue two (2) checks payable to Valley Land Title Co. in the amount of $1,000.00 for the Earnest Money Deposit and one payable to Norma Lydia Alvarez in the amount of $100.00 for Option Fee, which we have processed. Mr. Pena is requesting a check for the purchase of right of way, before we can issue a check please place an item on the agenda for Commissioners Court to approve the purchase of row of way. Also, under Sec. 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: (6) any land or right-of-way;

At the same time, when placing item on the agenda for the purchase of this property please place another item requesting an exemption based on the Local Government Code Section 262.024 (a) (6).

If you have any questions please feel free to call me at ext. 4630.

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.

120512-235091-1

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY MEMO

To: **Mr. Ray Eufracio**
Auditor-County of Hidalgo
Attn: Lupita Garza

From: **Jose N. Pena**
Director
Right of Way Dept.

Date: **December 5, 2012**

Re: **Precinct # 4 – Drainage Project**
Hoehn Drive Subdivision, Lot 19
Norma Lydia Alvarez
INV# 12/05/12

Mr. Eufracio,

Attached please find a copy of the settlement statement and a copy of the Deed for the Earnest Money Contract approved by Commissioners Court on October 30, 2012, please issue a check to Valley Land & Title Company in the amount of $16,844.52 for the closing of this parcel on the above-mentioned project. Recorded documents will be provided to your office soon thereafter filing at the County Clerks office.

Please have this check processed out of Account # 2-1200-431-00-124-007-0-711 **as soon as possible.**

PLEASE HOLD CHECK AT COUNTY TREASUERS UNTIL READY TO BE PICKED UP.
Should you have any questions, please feel free to call.

Thanks,
Joe Pena

Approved Joseph Palacios RAM
Joseph Palacios

Approved
Jose N. Pena

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

2012 FEB 5 PM 3:01

TO: Mr. Ray Eufracio-Auditor
Attn: Lupita

FROM: Joe Pena-Director
Right of Way Dept.

DATE: October 30, 2012

SUBJECT: Ernest Money Contract
Hoehn Drive Subdivision, Lot 19
Drainage Project -- Pct # 4
Norma Lydia Alvarez

Mr. Eufracio,

Attached please find a copy of the Appraisal Report and Ernest Money Contract approved by Commissioner's Court today, October 30, 2012 on the above-mentioned project. As per their instructions, please prepare a manual check to Valley Land & Title Company-Escrow Agent for the amount of $1,000.00 as Earnest Money Deposit and a manual check to Ms. Norma Lydia Alvarez for the amount of $100.00 as Option Fee.

These checks should be processed out of Account # 2-1200-431-00-124-007-0-719.

Should you have any questions or need additional information, please feel free to call my office at 283-8134 or my cell at 821-4755.

Thanks,
Joe

Comm. Joseph Palacios

Jose N. Pena

AI-34911
CC REGULAR
Meeting Date: 10/30/2012
Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.
Department: RIGHT OF WAY DEPT.

Right of Way 32. 0.

Information

CAPTION

Discussion and authorization for the County Judge to Execute Earnest Money Contract to purchase property on Hoehn Drive for Drainage Project- Pct.4 and request County Auditor to issue two Manual Checks Payable to Valley Land Title Co. in the amount of $1,000.00 for the Earnest Money Deposit and one payable to Norma Lydia Alvarez in the amount of $100.00 for Option Fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012
ACCT. #: 2-1200-431-00-124-007-0-719
FUNDS AVAILABLE Y/N?: y
MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
Pct.4 is funding the project

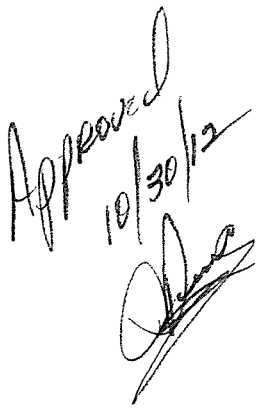
Attachments

Alvarez-Pct.4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 01:57 PM
Budget & Management	Merlen P. Munoz	10/24/2012 01:57 PM
Olga Garza		
Auditor's Office		
Purchasing Department		

Form Started By: Rebecca Gomez
Started On: 10/24/2012 11:46 AM



EARNEST MONEY CONTRACT

Seller:	Norma Lydia Alvarez 1409 Calle Espana Pharr,Texas 78577
Purchaser:	County of Hidalgo, Texas 2818 S. Hwy 281 Edinburg, Texas 78539
Escrow Agent:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I
THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II
PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Seventeen Thousand and no/ 100ths dollars ($17,500.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of One Thousand and no/100ths dollars ($1,000.00) as Earnest Money to bind this sale. The Earnest Money shall be deposited with the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller the sum of One Hundred and No/100ths Dollars ($100.00) (Option Fee) within 2 days after the date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within forty five (45) days after the date of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option Fee will be credited to the Purchase Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV
TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole cost and expense, cause to be delivered to Purchaser all restrictions proposed by Seller to be placed on the Property. Should Purchaser object to such restrictions Purchaser may terminate this Contract, receive back the Earnest Money and be released of all further liability under this Contract.

4.3 Purchaser shall have a period of ten (10) business days following the later of the date of receipt of the Title Binder or the date of restrictions described in Article 4.2 to give Seller written notice of any title exceptions or restrictions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections or delete the restrictions and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

4.5 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE V
FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VI
CLOSING

6.1 Closing shall be held within sixty (60) days following the date of the expiration of the Feasibility Study described in Article V hereof at the offices Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539 at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 4.3, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII
ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, and its own attorney's fees. All other costs of the Owner Policy of Title Insurance and Seller's attorney fees shall be paid by Seller.

ARTICLE VIII
DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX
ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X
CONDEMNATION

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

ARTICLE XI
LIENS AND TAXES

11.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

11.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII
ASSIGNMENT

This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII
SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIV
MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

14.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2012, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

The date of this Contract is the 11 day of October, 2012.

SELLERS:

Norma Lydia Alvarez

PURCHASER:

County of Hidalgo, Texas

By: _____
Ramon Garcia Hidalgo County Judge

ATTEST:

Arturo Guarjardo, Jr., Hidalgo County Clerk

APPROVED BY
COMMISSIONER
10/30/12

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2012 at _____, _____.M.

Escrow Agent:
Valley Land Title

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

BUYER'S ATTORNEY:

ATLAS, HALL & RODRIGUEZ, LLP
Attn: Stephen L. Crain
818 Pecan Blvd.
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

EXHIBIT "A"

All of Lot 19, Hoehn Drive Subdivision, Hidalgo County, Texas according to the map recorded in Volume 23, Page 59, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes.

AI-35758 **Right of Way 14. B.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.023 and 262.024 (a)(6). (Lot 19 Hoehn Drive Subd. Pct 4 Drainage Project)

BACKGROUND

Attachments

Hoehn Drive S/D Lot 19- Pct.4

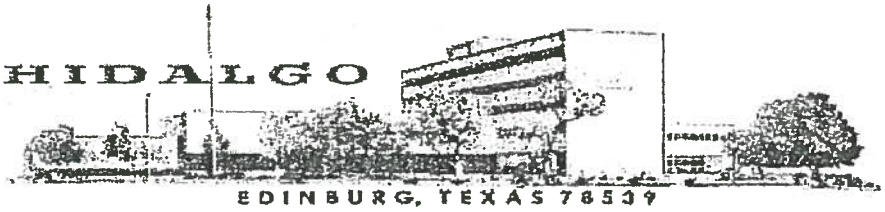
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 02:49 PM
Olga Garza	Olga Garza	12/14/2012 03:39 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Rebecca Gomez Started On: 12/13/2012 02:13 PM

Final Approval Date: 12/14/2012

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

☑ COMMENTS / RECOMMENDATION: Veronica invoice#12/05/12 for Valley Land Title Co. is being returned for the following reasons: On October 30, 2012 Commissioners' Court approved for County Judge to Execute Earnest Money Contract and to issue two (2) checks payable to Valley Land Title Co. in the amount of $1,000.00 for the Earnest Money Deposit and one payable to Norma Lydia Alvarez in the amount of $100.00 for Option Fee, which we have processed. Mr. Pena is requesting a check for the purchase of right of way, before we can issue a check please place an item on the agenda for Commissioners Court to approve the purchase of row of way. Also, under Sec. 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: (6) any land or right-of-way;

At the same time, when placing item on the agenda for the purchase of this property please place another item requesting an exemption based on the Local Government Code Section 262.024 (a) (6).

If you have any questions please feel free to call me at ext. 4630.

HIDALGO COUNTY DISTRICT JUDGES

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

AI-35762 **Right of Way 14. C.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization to issue a check to Valley Land & Title Company in the amount of $16,844.52 for the closing of this parcel on the above-mentioned project after review and auditing procedures are completed by County Auditor. (Hoehn Drive S/D Lot 19) Pct. 4

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-711

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

BUDGETARY IMPACT:

Available funds as of 12/14/12.

Attachments

Lot 19 Exemption

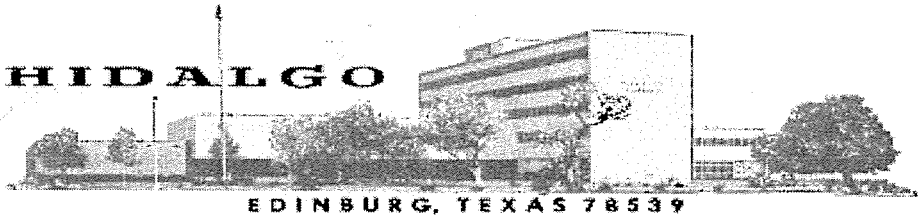
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 02:49 PM
Olga Garza	Olga Garza	12/14/2012 03:43 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Rebecca Gomez Started On: 12/13/2012 02:55 PM

Final Approval Date: 12/14/2012

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:** 12/10/2012

TO: Veronica Lopez **DEPARTMENT:** (124) COMMISSIONER, PRECINCT 4

FROM: Lupita Garza **PHONE:** (956)-318-2511 ext 4630

REFERENCE: VALLEY LAND TITLE CO., ESCROW AGENT Invoice #12/05/12

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #12/05/12*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

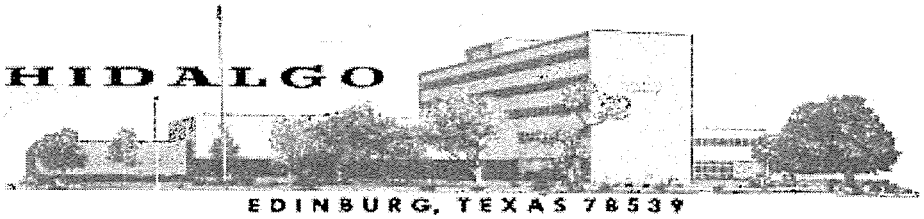
- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**

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.

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

☑ COMMENTS / RECOMMENDATION: Veronica invoice#12/05/12 for Valley Land Title Co. is being returned for the following reasons: On October 30, 2012 Commissioners' Court approved for County Judge to Execute Earnest Money Contract and to issue two (2) checks payable to Valley Land Title Co. in the amount of $1,000.00 for the Earnest Money Deposit and one payable to Norma Lydia Alvarez in the amount of $100.00 for Option Fee, which we have processed. Mr. Pena is requesting a check for the purchase of right of way, before we can issue a check please place an item on the agenda for Commissioners Court to approve the purchase of row of way. Also, under Sec. 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: (6) any land or right-of-way;

At the same time, when placing item on the agenda for the purchase of this property please place another item requesting an exemption based on the Local Government Code Section 262.024 (a) (6).

If you have any questions please feel free to call me at ext. 4630.

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.

120512-235091-1

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY MEMO

To: **Mr. Ray Eufracio**
Auditor-County of Hidalgo
Attn: Lupita Garza

From: **Jose N. Pena**
Director
Right of Way Dept.

Date: **December 5, 2012**

Re: **Precinct # 4 – Drainage Project**
Hoehn Drive Subdivision, Lot 19
Norma Lydia Alvarez
INV# 12/05/12

Mr. Eufracio,

Attached please find a copy of the settlement statement and a copy of the Deed for the Earnest Money Contract approved by Commissioners Court on October 30, 2012, please issue a check to Valley Land & Title Company in the amount of $16,844.52 for the closing of this parcel on the above-mentioned project. Recorded documents will be provided to your office soon thereafter filing at the County Clerks office.

Please have this check processed out of Account # 2-1200-431-00-124-007-0-711 **as soon as possible.**

PLEASE HOLD CHECK AT COUNTY TREASUERS UNTIL READY TO BE PICKED UP.
Should you have any questions, please feel free to call.

Thanks,
Joe Pena

Approved Joseph Palacios RAM
Joseph Palacios

Approved
Jose N. Pena

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

2012 FEB 5 PM 3:01

TO: Mr. Ray Eufracio-Auditor
Attn: Lupita

FROM: Joe Pena-Director
Right of Way Dept.

DATE: October 30, 2012

SUBJECT: Ernest Money Contract
Hoehn Drive Subdivision, Lot 19
Drainage Project -- Pct # 4
Norma Lydia Alvarez

Mr. Eufracio,

Attached please find a copy of the Appraisal Report and Ernest Money Contract approved by Commissioner's Court today, October 30, 2012 on the above-mentioned project. As per their instructions, please prepare a manual check to Valley Land & Title Company-Escrow Agent for the amount of $1,000.00 as Earnest Money Deposit and a manual check to Ms. Norma Lydia Alvarez for the amount of $100.00 as Option Fee.

These checks should be processed out of Account # 2-1200-431-00-124-007-0-719.

Should you have any questions or need additional information, please feel free to call my office at 283-8134 or my cell at 821-4755.

Thanks,
Joe

Comm. Joseph Palacios

Jose N. Pena

AI-34911
CC REGULAR
Meeting Date: 10/30/2012
Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.
Department: RIGHT OF WAY DEPT.

Right of Way 32. 0.

Information

CAPTION

Discussion and authorization for the County Judge to Execute Earnest Money Contract to purchase property on Hoehn Drive for Drainage Project- Pct.4 and request County Auditor to issue two Manual Checks Payable to Valley Land Title Co. in the amount of $1,000.00 for the Earnest Money Deposit and one payable to Norma Lydia Alvarez in the amount of $100.00 for Option Fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012
ACCT. #: 2-1200-431-00-124-007-0-719
FUNDS AVAILABLE Y/N?: y
MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
Pct.4 is funding the project

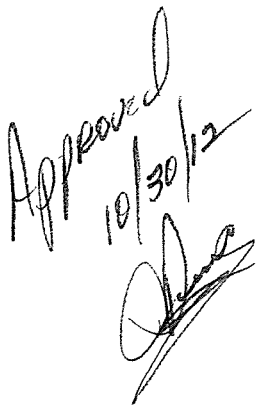
Attachments

Alvarez-Pct.4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 01:57 PM
Budget & Management	Merlen P. Munoz	10/24/2012 01:57 PM
Olga Garza		
Auditor's Office		
Purchasing Department		

Form Started By: Rebecca Gomez
Started On: 10/24/2012 11:46 AM



EARNEST MONEY CONTRACT

Seller:	Norma Lydia Alvarez 1409 Calle Espana Pharr,Texas 78577
Purchaser:	County of Hidalgo, Texas 2818 S. Hwy 281 Edinburg, Texas 78539
Escrow Agent:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I
THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II
PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Seventeen Thousand and no/ 100ths dollars ($17,500.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of One Thousand and no/100ths dollars ($1,000.00) as Earnest Money to bind this sale. The Earnest Money shall be deposited with the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller the sum of One Hundred and No/100ths Dollars ($100.00) (Option Fee) within 2 days after the date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within forty five (45) days after the date of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option Fee will be credited to the Purchase Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV
TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole cost and expense, cause to be delivered to Purchaser all restrictions proposed by Seller to be placed on the Property. Should Purchaser object to such restrictions Purchaser may terminate this Contract, receive back the Earnest Money and be released of all further liability under this Contract.

4.3 Purchaser shall have a period of ten (10) business days following the later of the date of receipt of the Title Binder or the date of restrictions described in Article 4.2 to give Seller written notice of any title exceptions or restrictions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections or delete the restrictions and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

4.5 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE V
FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VI
CLOSING

6.1 Closing shall be held within sixty (60) days following the date of the expiration of the Feasibility Study described in Article V hereof at the offices Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539 at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 4.3, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII
ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, and its own attorney's fees. All other costs of the Owner Policy of Title Insurance and Seller's attorney fees shall be paid by Seller.

ARTICLE VIII
DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX
ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X
CONDEMNATION

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

ARTICLE XI
LIENS AND TAXES

11.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

11.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII
ASSIGNMENT

This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII
SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIV
MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

14.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2012, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

The date of this Contract is the 11 day of October, 2012.

SELLERS:

Norma Lydia Alvarez

PURCHASER:

County of Hidalgo, Texas

By: _____
Ramon Garcia Hidalgo County Judge

ATTEST:

Arturo Guarjardo, Jr., Hidalgo County Clerk

APPROVED BY
COMMISSIONER
10/30/12

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2012 at _____, _____.M.

Escrow Agent:
Valley Land Title

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

BUYER'S ATTORNEY:

ATLAS, HALL & RODRIGUEZ, LLP
Attn: Stephen L. Crain
818 Pecan Blvd.
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

EXHIBIT "A"

All of Lot 19, Hoehn Drive Subdivision, Hidalgo County, Texas according to the map recorded in Volume 23, Page 59, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes.

AI-35579 **Planning Department 15. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Moreno Subdivision Phase 3 – Pct. 4 (Esperanza Moreno)

2. Final Approval
a. Texas Estates Subdivision – Pct. 4 (Kyndel Bennett)
b. Mayrin Subdivision – Pct. 4 (Martin Villanueva)
c. La Homa Crossing Phase I Subdivision – Pct. 3 (Manuel Cantu Jr.)
d. Rivera Properties Subdivision – Pct. 4 (Mario Rivera)

3. Final Approval with Financial Guarantee
a. Sandra's Village Subdivision – Pct. 3 (Heriberto Solis)

BACKGROUND

Attachments

Moreno Phase 3; Preliminary
Moreno Ph 3; Plat
Texas Estates; Final
Texas Estates; Plat
Mayrin; Final
Mayrin; Plat
La Homa Crossing Ph I; Final
La Homa Crossing Ph I; Plat
Rivera Properties; Final
Rivera Properties; Plat
Sandra's Village; Final
Sandra's Village; Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:15 PM
Olga Garza	Olga Garza	12/07/2012 02:35 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Nora Cavazos Started On: 12/05/2012 11:20 AM

Final Approval Date: 12/14/2012

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-18-2012

PROPOSED **MORENO PHASE 3** SUBDIVISION, PRECINCT No. **4** .

(Private subdivision)

ENGINEER: **SALINAS ENGINEERING & ASSOC.** DEVELOPER: **ESPERANZA MORENO**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **18** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North of Rogers Rd approximately 626.66 feet west of Depot Rd (23rd Road)**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of ___ and was approved administratively by said City.*
☒ *ETJ of* **McAllen** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-08-2010** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Onsite drainage detention swales.**
Developer has agreed with the city of McAllen to escrow the offsite storm drainage infrastructure improvements at a total cost of 54,102.38 dollars.

DISTANCE TO A DRAIN DITCH: **Located south approximately 0.37 miles of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on Rogers Road by this plat.**

H.C.R.O.W.APPROVED DATE: **02-09-2012** By, **J. Benito Rodriguez** R.O.W. AGENT

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Lisandro Hernandez**

SEWER SYSTEM: ☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY: _____ LINE SIZE: ___ LOCATION: _____ .

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **6"** LOCATION: **North Depot Rd.**

H.C.O.E.C. APPROVED DATE: **10-12-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

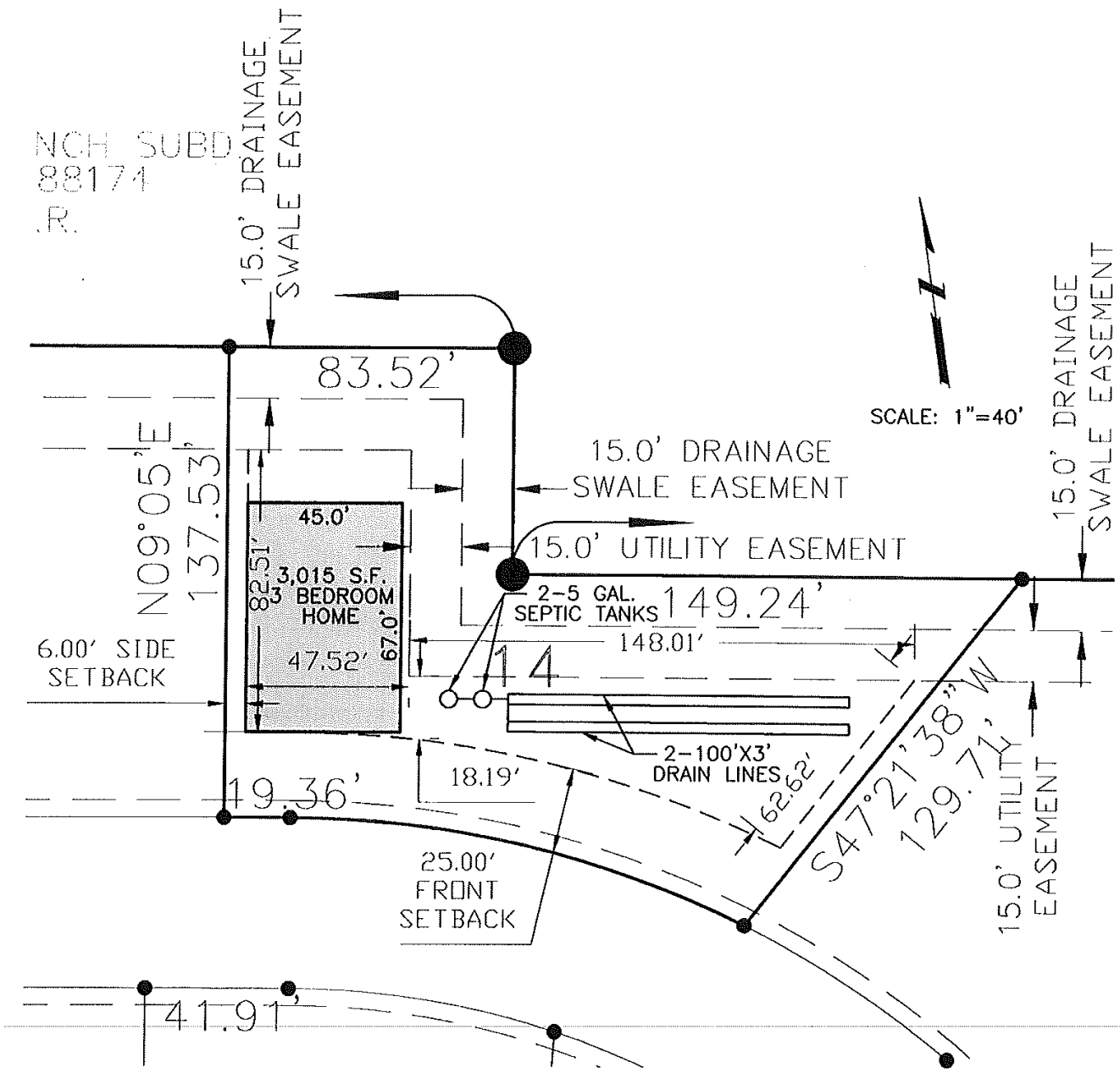
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

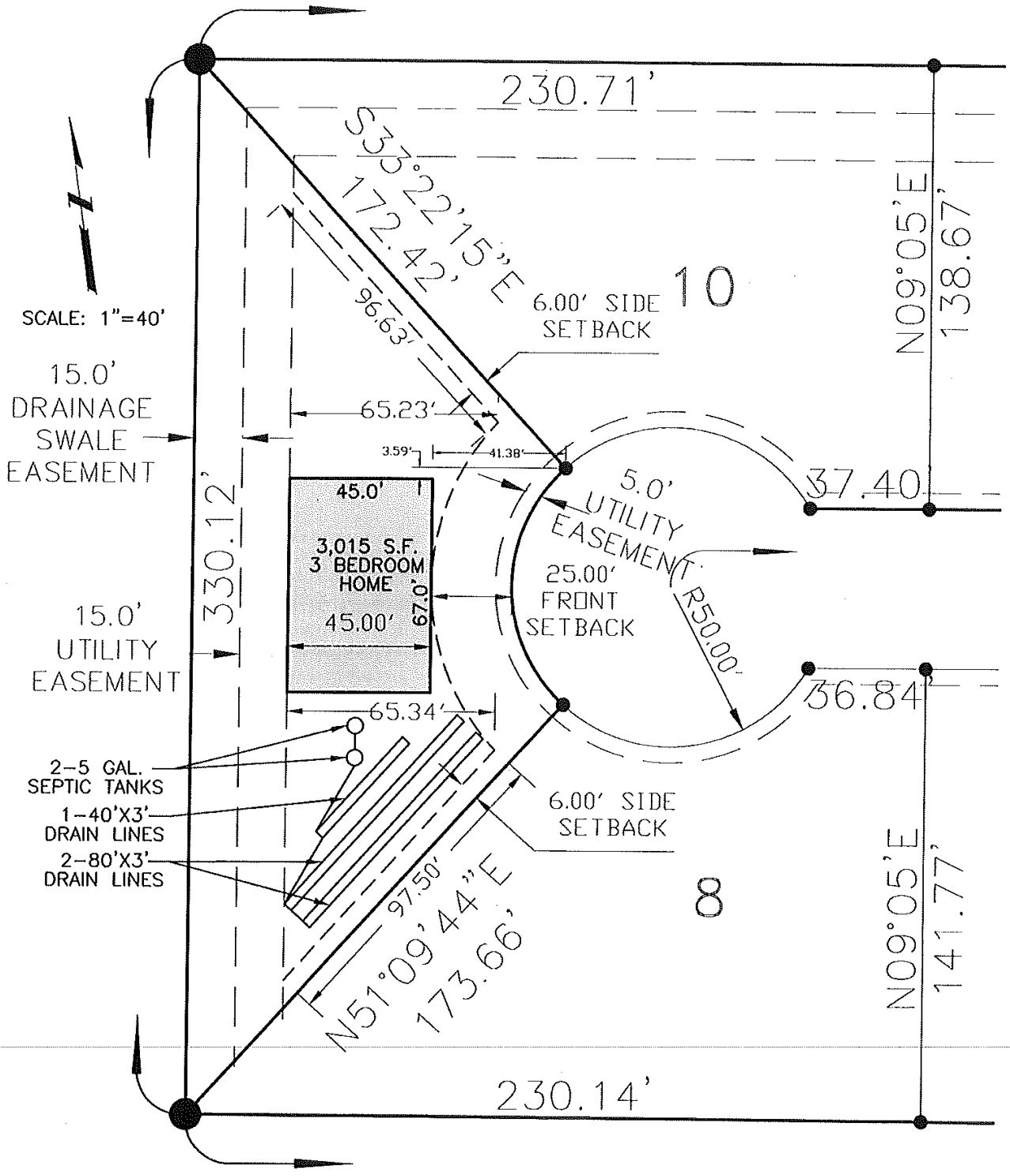
REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

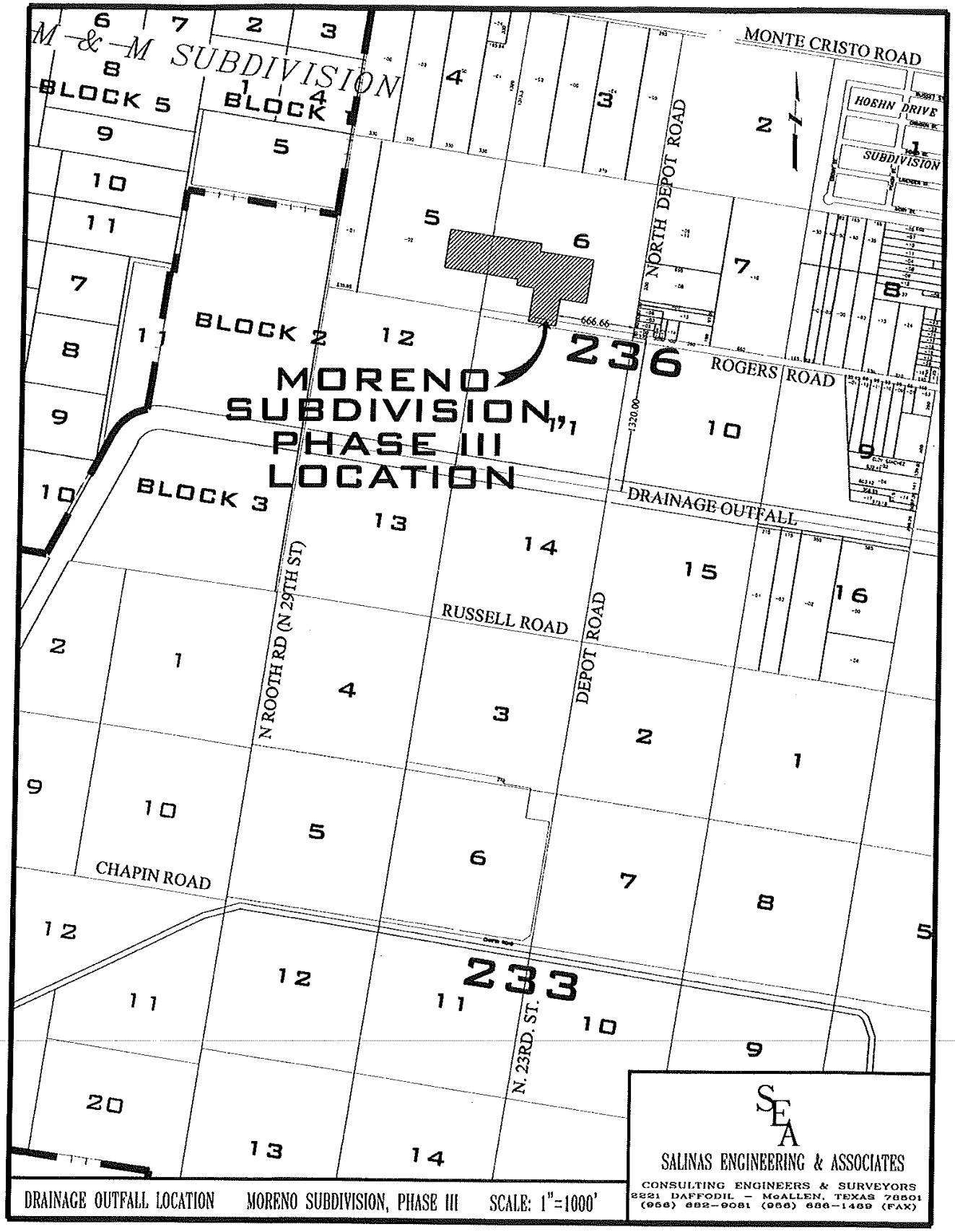
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **McAllen.**
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*


NCH SUBD
88171
R.
15.0' DRAINAGE SWALE EASEMENT
83.52'
N09°05'E
137.53'
SCALE: 1"=40'
15.0' DRAINAGE SWALE EASEMENT
15.0' DRAINAGE SWALE EASEMENT
15.0' UTILITY EASEMENT
45.0'
82.51'
3,015 S.F.
3 BEDROOM
HOME
67.0'
47.52'
2-5 GAL.
SEPTIC TANKS
149.24'
148.01'
6.00' SIDE
SETBACK
14
2-100'X3'
DRAIN LINES
18.19'
19.36'
62.62'
S47°21'38"W
129.71'
15.0' UTILITY
EASEMENT
25.00'
FRONT
SETBACK
41.91'


230.71'
S33°22'15"E
172.42'
96.63'
10
6.00' SIDE SETBACK
N09°05'E
138.67'
SCALE: 1"=40'
15.0' DRAINAGE SWALE EASEMENT
65.23'
3.59'
41.38'
5.0' UTILITY EASEMENT
37.40'
45.0'
3,015 S.F. 3 BEDROOM HOME
67.0'
45.00'
25.00' FRONT SETBACK
R50.00'
330.12'
15.0' UTILITY EASEMENT
65.34'
36.84'
2-5 GAL. SEPTIC TANKS
1-40'X3' DRAIN LINES
2-80'X3' DRAIN LINES
6.00' SIDE SETBACK
97.50'
N51°09'44"E
173.66'
8
N09°05'E
141.77'
230.14'



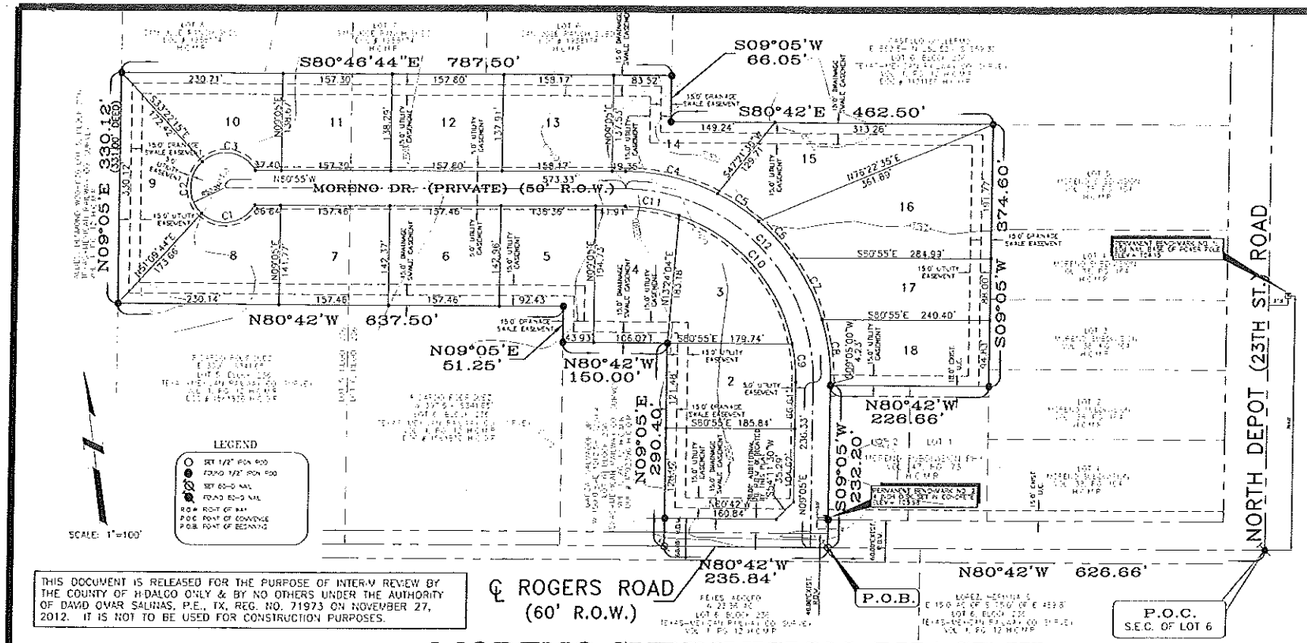
DRAINAGE OUTFALL LOCATION MORENO SUBDIVISION, PHASE III SCALE: 1"=1000'

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

Infrastructure Improvement Cost Estimate
Paving & Drainage for Moreno Subdivision
52 FT : B-B
235 Linear Feet of Frontage

Item	Description	Quantity	Unit	Unit Cost	Total
Paving					
1	Prep ROW, Excavation, & Fill	2.35	STA	$500.00	$1,175.00
2	Flex Base (12")(TY D GR6 CL 5)	418.00	SY	$8.00	$3,344.00
3	Lime Treat Subgrade (12")	418.00	SY	$3.50	$1,463.00
4	3" HMAC	365.50	SY	$8.00	$2,924.00
5	Conc. Curb & Gutter (TY 2)	220.00	LF	$9.00	$1,980.00
				Total	$10,886.00
Drainage					
1	RC Pipe (CL III)(24 IN)	1400.00	LF	$32.00	$44,800.00
2	10" Type "A" Inlet	1.00	EA	$2,500.00	$2,500.00
3	4 ft Concrete Manhole	3.00	EA	$2,500.00	$7,500.00
4	Headwall	1.00	EA	$3,000.00	$3,000.00
5	Cut & Restore Paving (Rodgers Road)	1.00	LS	$550.00	$550.00
6	Easement (Acquire)	0.30	AC	$40,000.00	$12,000.00
				Sub-Total	$70,350.00
				Total	$35,175.00
Sidewalk					
1	4" Sidewalk	203.00	LF	$10.00	$2,030.00
				Eng. Design 7%	$3,366.37
				CMT Fee 3.5%	$1,683.19
				Adm. Fee 2 %	$961.82
				TOTAL ESCROW	**$54,102.38**

Prepared By
City of McAllen
Engineering Department



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX, REG. NO. 71973 ON NOVEMBER 27, 2012. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

MORENO SUBDIVISION, PHASE III

HIDALGO COUNTY, TEXAS.

BEING A 11.41 GROSS ACRE TRACT OF LAND OUT OF A PART OF LOTS 5 AND 6, BLOCK 236, TEXAS-MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 12, MAP RECORDS.

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES
   FRONT ..... 25.00' OR GREATER FOR EASEMENTS
   REAR ..... 20.00' OR GREATER FOR EASEMENTS
   SIDE ..... 6.00' OR GREATER FOR EASEMENTS
   SIDE CORNER (LOT 1) ..... 42.00' OR GREATER FOR EASEMENTS
   GARAGE ..... 18.00' EXCEPT WHERE GREATER SETBACK IS REQUIRED
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X"
   ZONE "X": AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
   COMMUNITY PANEL NUMBER: 480334 0035 B
   EFFECTIVE DATE: JUNE 06, 2000 REVISED TO REFLECT LOMR DATED 05-17-01
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, COMMUNITY PANEL NUMBER 480334 0035 B, EFFECTIVE DATE JUNE 06, 2000 - REVISED TO REFLECT LOMR DATED 05-17-01 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED THE LOWER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY THAT FINISH FLOOR ELEVATION AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 2.43 ACRE-FEET OR 0.93 ACRE-FEET OF STORM WATER RUNOFF DRAINAGE RETENTION. IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE RETENTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT ONLY THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR SALES. VARIANCES FOR EXCEPTIONS ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
6. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
7. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2" IRON ROD OF 18 INCH LONG IRON RODS
8. LOCAL BENCHMARK = IS LOCATED 354 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 6, AND 27.92 FEET EAST OF THE LOT LINE. BENCHMARK #24 NAIL IN BASE OF POWER POLE. ELEVATION = 104.15
   ELEVATION = 104.15 BENCHMARK NO. 2 LOCATED 3 FEET NORTH FROM THE EXISTING NORTH ROW OF WAY LINE OF ROGERS ROAD, AND 3 FEET WEST OF THE WEST LOT LINE OF LOT 2, MORENO SUBDIVISION, PHASE II. BENCHMARK IS A 4" BRASS DISK SET IN CONCRETE. ELEVATION = 103.55
9. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
    B EACH LOT ON THIS PLAT CONTAINS AT THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH SUITABLE WATER SUPPLY.
    C OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED AGENT(S).
    D SOIL ANALYSES HAVE BEEN SUBMITTED TO THE CITY/COUNTY HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE SITE LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM
    E APPROVED SEPTIC PERMIT APPLICATION IS REQUIRED INDIVIDUALLY FOR EACH PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, BUSHES, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. 8 FT. OPAQUE BUFFER IS REQUIRED FROM ADJACENT/BETWEEN MULTIFAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES. 8 FT. MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTIFAMILY RESIDENTIAL ZONES/USES.
13. A 4' WIDE MINIMUM SIDEWALK REQUIRED ALONG THE NORTH SIDE OF ROGERS ROAD DURING SUBDIVISION CONSTRUCTION, HOLDING ADA HANDICAP RAMPS PROVIDED BY THE DEVELOPER
14. A FOUR (4.0) FOOT SIDEWALK FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE PROVIDED BY EACH LOT OWNER.
15. AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE CITY OF MCALLEN ENGINEERING DEPARTMENT, IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
16. EACH PURCHASER-CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
17. MCALLEN SURVEY CONTROL POINT NO. 24 - LOCATED AT THE WEST ROW OF 29TH ROAD, 200 FEET NORTH OF THE ℄ OF NORTH CROSS ROAD, 19 FEET WEST FROM THE ℄ OF 29TH ROAD AND 84 FEET NORTH FROM A POWER POLE. EAST OF THE MONUMENT, THERE IS AN ORANGE CROSS.
18. I, ESPERANZA MORENO, THE OWNER & SUBDIVIDER OF MORENO SUBDIVISION, PHASE III, ESTABLISH A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OVER OR UNDER THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT DRAWING.
19. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN EQUALLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER ADEQUATE NO ENCUMBERANCE.
20. NO CURB CUT, ACCESS, OR LOT FRONTAGE PERMITTED ALONG ROGERS ROAD AND OTHER STREETS AS MAY BE APPLICABLE FOR LOT 1
21. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASE EASEMENT. EACH DRAINAGE EASE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EASE.
22. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 18.
23. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY COUNTY FROM ANY AND ALL CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, PRIVATE SIDEWALKS AND PRIVATE STREET LIGHTS, AND REQUEST FOR DEDICATION OF THE PRIVATE ROADS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ESPERANZA MORENO	8505 N. 10th ST.	McALLEN, TEXAS 78501	(956) 630-3227	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	69.24	50.00	S59°47'18"E 77.85
C2	83.33	50.00	S59°05'07"W 74.01
C3	69.24	50.00	N72°12'42"W 77.85
C4	137.85	300.00	N57°45'12"W 136.64
C5	71.57	300.00	N47°45'23"W 71.43
C6	71.57	300.00	N34°05'10"W 71.43
C7	59.10	300.00	N27°47'16"W 59.05
C8	91.15	300.00	N20°22'46"E 90.83
C9	55.32	250.00	N22°44'38"E 55.21
C10	258.10	250.00	S33°13'18"E 246.79
C11	79.68	250.00	S57°49'55"E 79.33
C12	431.97	275.00	N35°55'00"W 388.51

LOTS	AREA	
No.	SQ. FT.	AC.
1	23,710.85	0.54
2	22,464.74	0.52
3	21,649.14	0.50
4	21,787.45	0.50
5	21,760.54	0.50
6	22,453.79	0.52
7	22,370.63	0.51
8	22,158.38	0.51
9	22,677.59	0.52
10	21,783.61	0.50
11	21,782.23	0.50
12	21,787.28	0.50
13	21,787.75	0.50
14	21,831.26	0.50
15	28,589.30	0.61
16	39,329.08	0.90
17	22,848.65	0.52
18	21,802.59	0.50

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MORENO SUBDIVISION PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____ 2011.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____, _____, AND AS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____, 2011.

_____ _____
HIDALGO COUNTY CLERK DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MORENO SUBDIVISION, PHASE III IS LOCATED ALONG THE NORTH SIDE OF ROGERS ROAD AND APPROXIMATELY 626.65' WEST FROM THE INTERSECTION WITH 23RD ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MCALLEN (POPULATION 132,225). MORENO SUBDIVISION, PHASE III DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF MCALLEN, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF MCALLEN UNDER LOCAL GOVERNMENT CODE 212.001, PRECINCT No.4

REVISION NOTES

NO	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

I, ESPERANZA MORENO OWNER, OF THE 11.41 ACRES OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MORENO SUBDIVISION, PHASE III, GRANTS AN EASEMENT TO THE COUNTY OF HIDALGO AND THOSE WHO MAY NOW OR HEREAFTER HOLD RIGHTS ESTABLISHED BY THE COUNTY OF HIDALGO AND STATE OF TEXAS THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE COUNTY AS PUBLIC IMPROVEMENTS, AND THE STREET SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION WITHIN THE SUBDIVISION. THE STREET SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT DO THEIR OFFICIAL DUTIES. THE USE OF THE STREETS, AND EASEMENTS HEREON SHOWN, IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE COUNTY OF HIDALGO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE COUNTY OF HIDALGO, AND OR THE STATE OF TEXAS AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODES 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

_____ _____
OWNER: ESPERANZA MORENO DATE
8505 N. 10th ST.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2011.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
CITY OF MCALLEN

I THE UNDERSIGNED, MAYOR OF THE CITY MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR DATE

STATE OF TEXAS
CITY OF MCALLEN

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

_____
CHAIRMAN
PLANNING AND ZONING COMMISSION

_____
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MORENO SUBDIVISION, PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MORENO SUBDIVISION, PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____. _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS MORENO SUBDIVISION, PHASE III AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____ _____
DAVID OMAR SALINAS, P.E. DATE
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
DAVID OMAR SALINAS
71973
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____ _____
DAVID O. SALINAS, R.P.L.S. DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

STATE OF TEXAS
REGISTERED
DAVID O. SALINAS
5782
PROFESSIONAL
LAND SURVEYOR

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

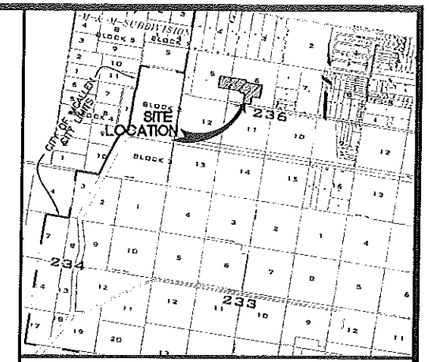
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____ A.D. 2011. HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION IF DESIRED THIS WILL NOT BE AT DISTRICTS EXPENSE

_____ _____
SECRETARY PRESIDENT



LOCATION MAP SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE
MCALLEN, TEXAS 78501

DATE PREPARED: NOVEMBER 27, 2012

PLAT SHEET 1 OF 3

METES AND BOUNDS DESCRIPTION

BEING A 11.41 GROSS ACRE TRACT OF LAND OUT OF A PART OF LOTS 5 AND 6, BLOCK 236, TEXAS-MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 11.41 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE SOUTHEAST CORNER OF SAID LOT 6 LOCATED IN THE CENTER OF NORTH DEPOT ROAD AND NORTH ROGERS ROAD, THENCE, AS FOLLOWS:

NORTH 80 DEGREES 42 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 626.65 FT TO A 60-D NAIL SET ON THE SOUTHWEST CORNER OF MORENO SUBDIVISION, PHASE II, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 47, PAGE 73, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 80 DEGREES 42 MINUTES WEST, CONTINUING COINCIDENT WITH THE SOUTH LINE OF LOT 6, A DISTANCE OF 235.84 FEET TO A 60-D NAIL SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 6, A DISTANCE OF 40.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTH PROPOSED RIGHT-OF-WAY LINE OF SAID NORTH ROGERS ROAD, AT A DISTANCE OF 290.40 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 80 DEGREES 42 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 150.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 6, A DISTANCE OF 51.25 FEET TO A ½ DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH 80 DEGREES 42 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOTS 6 AND 5, A DISTANCE OF 637.50 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 330.12 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, SOUTH 80 DEGREES 48 MINUTES EAST, A DISTANCE OF 787.13 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, SOUTH 09 DEGREES 05 MINUTES WEST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 6, A DISTANCE OF 67.23 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(9) THENCE, SOUTH 80 DEGREES 42 MINUTES EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 459.85 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTH-EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(10) THENCE, SOUTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 6, A DISTANCE OF 374.60 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(11) THENCE, NORTH 80 DEGREES 42 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 226.66 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

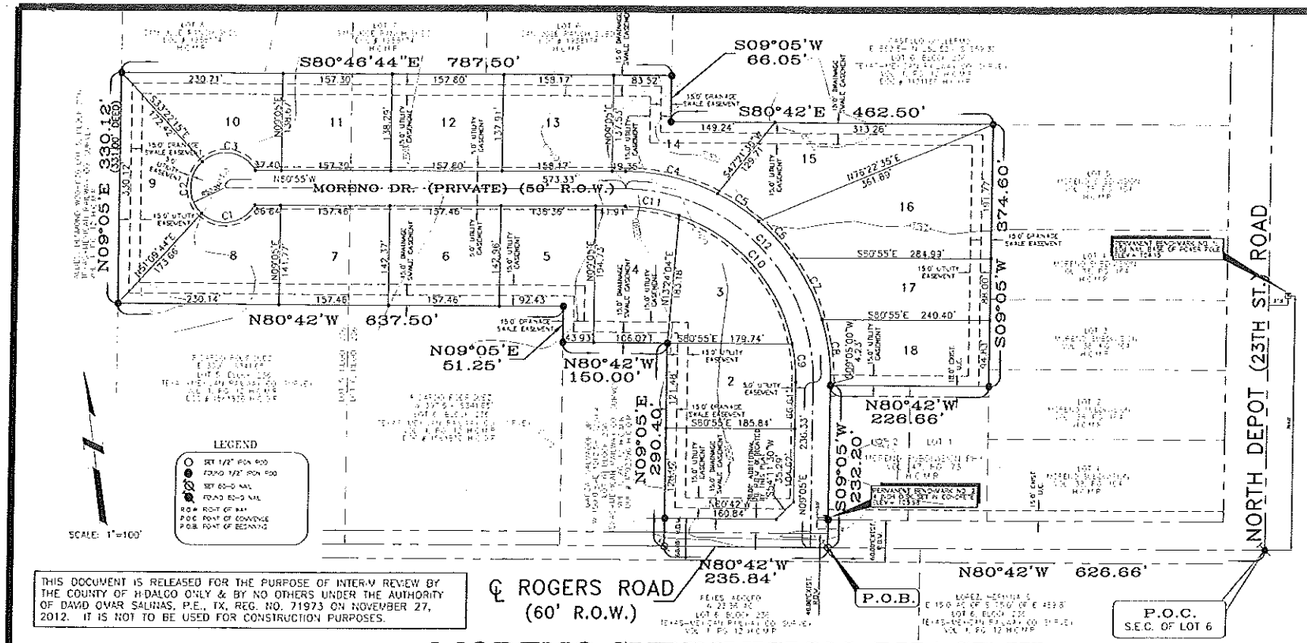
(12) THENCE, SOUTH 09 DEGREES 05 MINUTE WEST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 6, A DISTANCE OF 197.20 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 232.20 FEET IN ALL TO THE POINT OF BEGINNING CONTAINING 11.41 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE SOUTH 40.0 FEET (OR 0.22 ACRES, MORE OR LESS) LEAVING 11.19 NET ACRES OF LAND, MORE OR LESS

REF. BEARING: SALINAS & ASSOCIATES INC. SURVEY JOB NO S-00-16357
N:\SUBDIVS\DWGPLATS\MORENO\SUBDIVISION PHASE#3\SUB1#1.dgn

INDEX SHEET OF MORENO SUBDIVISION, PHASE III

SHEET 1	HEADING, KEY, LOCATION MAP, PRINCIPAL CONTACTS, PLAT WITH LOTS, STREETS, AND EASEMENT DESCRIPTIONS, LEGAL DESCRIPTION (METES & BOUNDS), SURVEYORS AND ENGINEERS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION, AND ACKNOWLEDGEMENT, 911 ADDRESS, CERTIFICATE OF SURVEYOR, OWNERS CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED, NOTICE OF APPROVAL, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL, HIDALGO COUNTY RIGHT OF WAY DEPT. CERTIFICATE OF APPROVAL, HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL, REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (WSSP) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INDIVIDUAL DESCRIPTION OF WATER AND WASTE WATER (WSSP) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERS CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION, CURB AND GUTTER SECTION

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX, REG. NO. 71973 ON NOVEMBER 27, 2012. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

MORENO SUBDIVISION, PHASE III

HIDALGO COUNTY, TEXAS.

BEING A 11.41 GROSS ACRE TRACT OF LAND OUT OF A PART OF LOTS 5 AND 6, BLOCK 236, TEXAS-MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 12, MAP RECORDS.

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES
   FRONT ..... 25.00' OR GREATER FOR EASEMENTS
   REAR ..... 20.00' OR GREATER FOR EASEMENTS
   SIDE ..... 6.00' OR GREATER FOR EASEMENTS
   SIDE CORNER (LOT 1) ..... 42.00' OR GREATER FOR EASEMENTS
   GARAGE ..... 18.00' EXCEPT WHERE GREATER SETBACK IS REQUIRED
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X"
   ZONE "X": AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
   COMMUNITY PANEL NUMBER: 480334 0035 B
   EFFECTIVE DATE: JUNE 06, 2000 REVISED TO REFLECT LOMR DATED 05-17-01
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, COMMUNITY PANEL NUMBER 480334 0035 B, EFFECTIVE DATE JUNE 06, 2000 - REVISED TO REFLECT LOMR DATED 05-17-01 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED THE LOWER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY THAT FINISH FLOOR ELEVATION AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 2.43 ACRE-FEET OR 0.93 ACRE-FEET OF STORM WATER RUNOFF DRAINAGE RETENTION. IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE RETENTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT ONLY THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR SALES. VARIANCES FOR EXCEPTIONS ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
6. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
7. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2" IRON ROD OF 18 INCH LONG IRON RODS
8. LOCAL BENCHMARK = IS LOCATED 354 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 6, AND 27.92 FEET EAST OF THE LOT LINE. BENCHMARK #24 NAIL IN BASE OF POWER POLE. ELEVATION = 104.15
   ELEVATION = 104.15 BENCHMARK NO. 2 LOCATED 3 FEET NORTH FROM THE EXISTING NORTH ROW OF WAY LINE OF ROGERS ROAD, AND 3 FEET WEST OF THE WEST LOT LINE OF LOT 2, MORENO SUBDIVISION, PHASE II. BENCHMARK IS A 4" BRASS DISK SET IN CONCRETE. ELEVATION = 103.55
9. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
    B EACH LOT ON THIS PLAT CONTAINS AT THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH SUITABLE WATER SUPPLY.
    C OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED AGENT(S).
    D SOIL ANALYSES HAVE BEEN SUBMITTED TO THE CITY/COUNTY HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE SITE LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM
    E APPROVED SEPTIC PERMIT APPLICATION IS REQUIRED INDIVIDUALLY FOR EACH PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, BUSHES, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. 8 FT. OPAQUE BUFFER IS REQUIRED FROM ADJACENT/BETWEEN MULTIFAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES. 8 FT. MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTIFAMILY RESIDENTIAL ZONES/USES.
13. A 4' WIDE MINIMUM SIDEWALK REQUIRED ALONG THE NORTH SIDE OF ROGERS ROAD DURING SUBDIVISION CONSTRUCTION, HOLDING ADA HANDICAP RAMPS PROVIDED BY THE DEVELOPER
14. A FOUR (4.0) FOOT SIDEWALK FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE PROVIDED BY EACH LOT OWNER.
15. AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE CITY OF MCALLEN ENGINEERING DEPARTMENT, IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
16. EACH PURCHASER-CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
17. MCALLEN SURVEY CONTROL POINT NO. 24 - LOCATED AT THE WEST ROW OF 29TH ROAD, 200 FEET NORTH OF THE ℄ OF NORTH CREST ROAD, 19 FEET WEST FROM THE ℄ OF 29TH ROAD AND 84 FEET NORTH FROM A POWER POLE. EAST OF THE MONUMENT, THERE IS AN ORANGE CROSS.
18. I, ESPERANZA MORENO, THE OWNER & SUBDIVIDER OF MORENO SUBDIVISION, PHASE III, ESTABLISH A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OVER OR UNDER THE 5.0 FEET OF LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT DOCUMENT.
19. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN EQUALLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER ADEQUATE NO EASEMENT.
20. NO CURB CUT, ACCESS, OR LOT FRONTAGE PERMITTED ALONG ROGERS ROAD AND OTHER STREETS AS MAY BE APPLICABLE FOR LOT 1
21. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASE EASEMENT. EACH DRAINAGE EASE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EASE.
22. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 18.
23. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY COUNTY FROM ANY AND ALL CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, PRIVATE SIDEWALKS AND PRIVATE STREET LIGHTS, AND REQUEST FOR DEDICATION OF THE PRIVATE ROADS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ESPERANZA MORENO	8505 N. 10th ST.	McALLEN, TEXAS 78501	(956) 630-3227	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	69.24	50.00	S59°47'18"E 77.85
C2	83.33	50.00	S59°05'07"W 74.01
C3	69.24	50.00	N72°12'42"W 77.85
C4	137.85	300.00	N57°45'12"W 136.64
C5	71.57	300.00	N47°45'23"W 71.43
C6	71.57	300.00	N34°05'10"W 71.43
C7	59.10	300.00	N27°47'16"W 59.05
C8	91.15	300.00	N20°22'46"E 90.83
C9	55.32	250.00	N22°44'38"E 55.21
C10	258.10	250.00	S33°13'18"E 246.79
C11	79.68	250.00	S57°49'55"E 79.33
C12	431.97	275.00	N35°55'00"W 388.51

LOTS	AREA	
No.	SQ. FT.	AC.
1	23,710.85	0.54
2	22,464.74	0.52
3	21,649.14	0.50
4	21,787.45	0.50
5	21,760.54	0.50
6	22,453.79	0.52
7	22,370.63	0.51
8	22,158.38	0.51
9	22,677.59	0.52
10	21,783.61	0.50
11	21,782.23	0.50
12	21,787.28	0.50
13	21,787.75	0.50
14	21,831.26	0.50
15	28,589.30	0.61
16	39,329.08	0.90
17	22,848.65	0.52
18	21,802.59	0.50

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MORENO SUBDIVISION PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____ 2011.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____, _____, AND AS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____, 2011.

_____ _____
HIDALGO COUNTY CLERK DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MORENO SUBDIVISION, PHASE III IS LOCATED ALONG THE NORTH SIDE OF ROGERS ROAD AND APPROXIMATELY 626.65' WEST FROM THE INTERSECTION WITH 23RD ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MCALLEN (POPULATION 132,225). MORENO SUBDIVISION, PHASE III DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF MCALLEN, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF MCALLEN UNDER LOCAL GOVERNMENT CODE 212.001, PRECINCT No.4

REVISION NOTES

NO	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

I, ESPERANZA MORENO OWNER, OF THE 11.41 ACRES OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MORENO SUBDIVISION, PHASE III, GRANTS AN EASEMENT TO THE COUNTY OF HIDALGO AND THOSE WHO MAY NOW OR HEREAFTER HOLD RIGHTS ESTABLISHED BY THE COUNTY OF HIDALGO AND STATE OF TEXAS THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE COUNTY AS PUBLIC IMPROVEMENTS, AND THE STREET SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION WITHIN THE SUBDIVISION. THE STREET SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT DO THEIR OFFICIAL DUTIES. THE USE OF THE STREETS, AND EASEMENTS HEREON SHOWN, IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE COUNTY OF HIDALGO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE COUNTY OF HIDALGO, AND OR THE STATE OF TEXAS AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODES 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

_____ _____
OWNER: ESPERANZA MORENO DATE
8505 N. 10th ST.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2011.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
CITY OF MCALLEN

I THE UNDERSIGNED, MAYOR OF THE CITY MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR DATE

STATE OF TEXAS
CITY OF MCALLEN

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

_____
CHAIRMAN
PLANNING AND ZONING COMMISSION

_____
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MORENO SUBDIVISION, PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MORENO SUBDIVISION, PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____. _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS MORENO SUBDIVISION, PHASE III AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____ _____
DAVID OMAR SALINAS, P.E. DATE
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
DAVID OMAR SALINAS
71973
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____ _____
DAVID O. SALINAS, R.P.L.S. DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

STATE OF TEXAS
REGISTERED
DAVID O. SALINAS
5782
PROFESSIONAL
LAND SURVEYOR

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

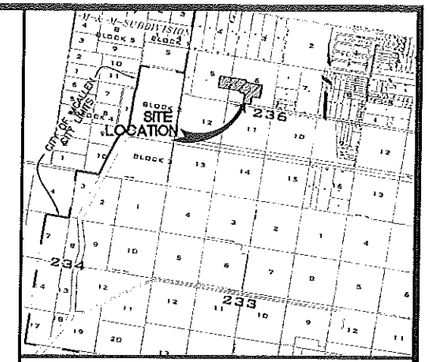
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____ A.D. 2011. HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION IF DESIRED THIS WILL NOT BE AT DISTRICTS EXPENSE

_____ _____
SECRETARY PRESIDENT



LOCATION MAP SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE
McALLEN, TEXAS 78501

DATE PREPARED: NOVEMBER 27, 2012

PLAT SHEET 1 OF 3

METES AND BOUNDS DESCRIPTION

BEING A 11.41 GROSS ACRE TRACT OF LAND OUT OF A PART OF LOTS 5 AND 6, BLOCK 236, TEXAS-MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 11.41 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE SOUTHEAST CORNER OF SAID LOT 6 LOCATED IN THE CENTER OF NORTH DEPOT ROAD AND NORTH ROGERS ROAD, THENCE, AS FOLLOWS:

NORTH 80 DEGREES 42 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 626.65 FT TO A 60-D NAIL SET ON THE SOUTHWEST CORNER OF MORENO SUBDIVISION, PHASE II, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 47, PAGE 73, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 80 DEGREES 42 MINUTES WEST, CONTINUING COINCIDENT WITH THE SOUTH LINE OF LOT 6, A DISTANCE OF 235.84 FEET TO A 60-D NAIL SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 6, A DISTANCE OF 40.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTH PROPOSED RIGHT-OF-WAY LINE OF SAID NORTH ROGERS ROAD, AT A DISTANCE OF 290.40 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 80 DEGREES 42 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 150.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 6, A DISTANCE OF 51.25 FEET TO A ½ DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH 80 DEGREES 42 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOTS 6 AND 5, A DISTANCE OF 637.50 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 330.12 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, SOUTH 80 DEGREES 48 MINUTES EAST, A DISTANCE OF 787.13 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, SOUTH 09 DEGREES 05 MINUTES WEST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 6, A DISTANCE OF 67.23 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(9) THENCE, SOUTH 80 DEGREES 42 MINUTES EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 459.85 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTH-EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(10) THENCE, SOUTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 6, A DISTANCE OF 374.60 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(11) THENCE, NORTH 83 DEGREES 42 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 226.66 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(12) THENCE, SOUTH 09 DEGREES 05 MINUTE WEST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 6, A DISTANCE OF 197.20 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 232.20 FEET IN ALL TO THE POINT OF BEGINNING CONTAINING 11.41 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE SOUTH 40.0 FEET (OR 0.22 ACRES, MORE OR LESS) LEAVING 11.19 NET ACRES OF LAND, MORE OR LESS

REF. BEARING: SALINAS & ASSOCIATES INC. SURVEY JOB NO S-00-19357
N:\SUBDIVS\DWGPLATS\MORENO\SUBDIVISION PHASE#3\SUB1N1.dgn

INDEX SHEET OF MORENO SUBDIVISION, PHASE III

SHEET 1	HEADING, KEY, LOCATION MAP, PRINCIPAL CONTACTS, PLAT WITH LOTS, STREETS, AND EASEMENT DESCRIPTIONS, LEGAL DESCRIPTION (METES & BOUNDS), SURVEYORS AND ENGINEERS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION, AND ACKNOWLEDGEMENT, CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED, NOTICE OF IRRIGATION DISTRICT, CERTIFICATE OF APPROVAL, HIDALGO COUNTY RIGHT OF WAY DEPT. CERTIFICATE OF APPROVAL, HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL, REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INDIVIDUAL DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERS CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION, CURB AND GUTTER SECTION

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-18-2012

PROPOSED **TEXAS ESTATES** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **SALINAS ENGINEERING & ASSOCIATES.** DEVELOPER: **KYNDEL BENNETT.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **70** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Texas Rd approximately 200 feet East of Cesar Chavez Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of ___ and was approved administratively by said City.*
☒ *ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-07-2011** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm sewer system.**

DISTANCE TO A DRAIN DITCH: **Approximately ½ mile North of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet to Texas Road by this plat.**

H.C.R.O.W.APPROVED DATE: **04-15-2011** : By, **J. Benito Rodriguez** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **David Omar Salinas, P.E..**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **09-26-12**
☐ SANITARY SEWER BY: ___ LINE SIZE: ___ LOCATION: ___

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **6"** LOCATION: **Texas Road.**

H.C.O.E.C. APPROVED DATE: **11-14-2012** .: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

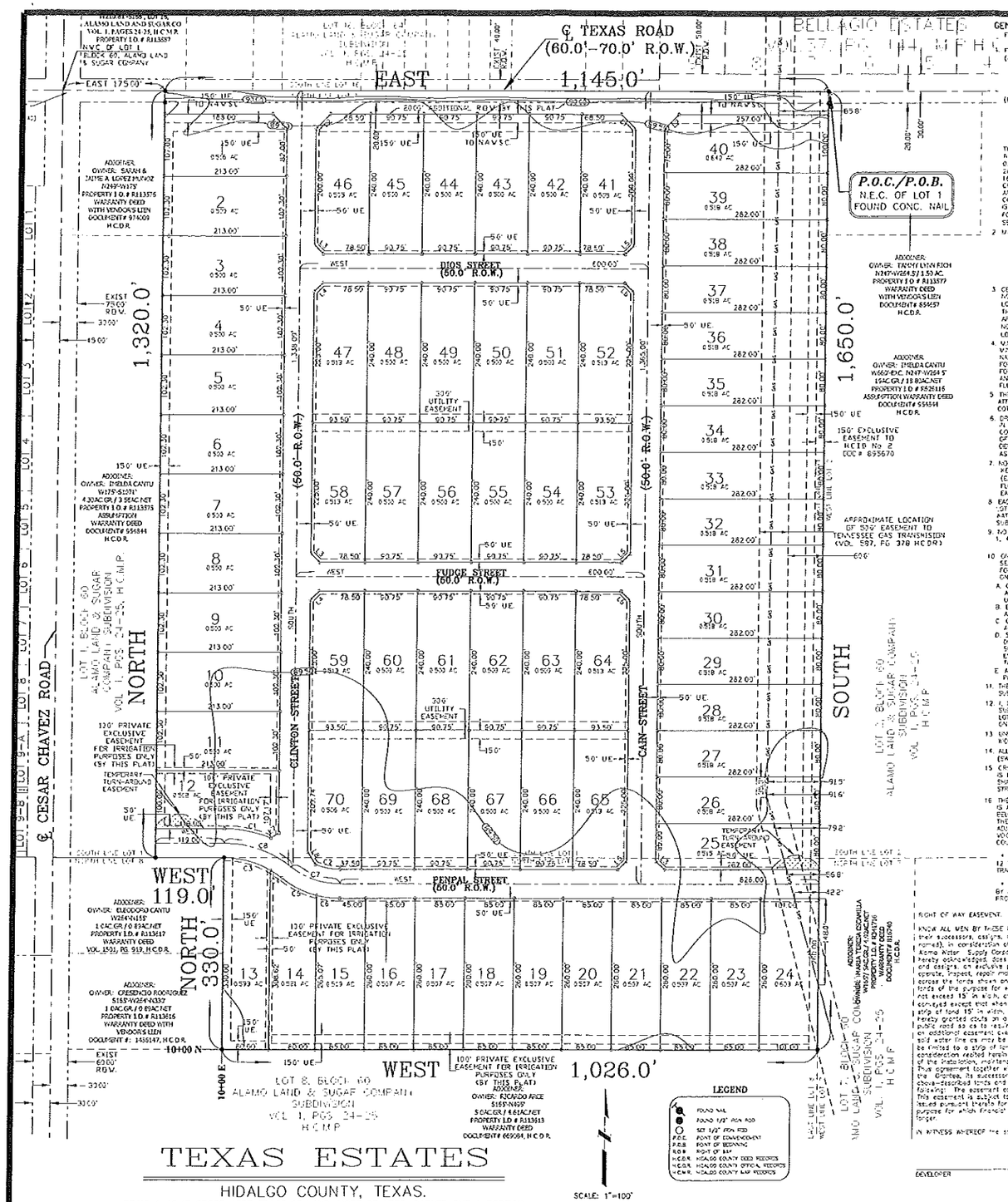
☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$___For:* ☐*OSSF(S)*___ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: ___ L.O.C No. ___*
Amount: $___For: ☐*OSSF(S)*___ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE COUNTY COMMISSIONERS' COURT ON: **APRIL 03, 2012**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg** .
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



TEXAS ESTATES

HIDALGO COUNTY, TEXAS.

BEING A 42.47 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT A PORTION OF LOTS 1 AND 8, BLOCK 60, ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KYNDEL BENNETT	P.O. BOX 365	LA BLANCA, Tx 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

LINE TABLE

LINE	LENGTH	BEARING
L1	39.36'	S45°00'00"E
L2	39.36'	N45°00'00"E
L3	61.81'	N45°00'00"E
L4	21.21'	N45°00'00"E
L5	21.21'	S45°00'00"W
L6	21.21'	S45°00'00"E
L7	16.23'	S37°14'58"W
L8	25.58'	N37°42'06"W

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING
C1	82.45'	210.35'	N76°45'15"W 81.92'
C2	43.22'	110.36'	N78°39'02"W 43.44'
C3	83.76'	160.36'	S79°02'19"E 82.81'
C4	24.22'	160.36'	S39°44'48"E 24.23'
C5	67.55'	160.36'	S63°29'16"E 67.05'
C6	40.43'	160.36'	S82°45'43"E 40.32'
C7	91.14'	135.36'	N70°42'36"W 89.43'
C8	124.81'	185.36'	N70°42'36"W 122.47'

LOT SIZES

LOTS #	SQ. FT.	LOTS #	SQ. FT.	LOTS #	SQ. FT.	LOTS #	SQ. FT.
1	22,478.53	16-23	22,107.03	42-45		47, 52,	
2-11	21,769.93	24	26,260.03	48-51		53, 58	
12	21,878.31	25	22,447.55	54-57		59, 64,	
13	25,845.97	26-39	22,560.03	60-63		65	22,337.53
14	22,686.69	40	27,687.50	66-69	21,763.00	72	22,560.33
15	22,167.15	41, 46	22,015.60				

LEGEND

- FOUND NAIL
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

SCALE: 1"=100'

GENERAL PLAT NOTES:

FOR RESIDENTIAL USE:

1. FLOOD ZONE STATEMENT:
   (A) FLOOD ZONE DESIGNATION: ZONE "A" (SHADED) AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL NO. 4503334 0325 D EFFECTIVE DATE: JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001)
   (B) FLOOD ZONE DESIGNATION: ZONE "B" (MEDIUM SHADING) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD 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 SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD COMMUNITY PANEL NO. 4503334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 4503334 0325D, EFFECTIVE DATE JUNE 6TH, 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001.) AND COMMUNITY PANEL NUMBER 4503334 0425 C, EFFECTIVE DATE NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS. AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127)
2. MINIMUM SETBACKS:
   FRONT: 25.0 FEET
   FRONT GARAGE/CARPORT: 18 FEET.
   REAR LOTS 1-24 & 41-70: 20% OF LOT DEPTH BUT NOT GIVER 40 FEET.
   REAR LOTS 25-40: 110.0 FEET
   SIDE: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER.
   CORNER SIDE: 10.0 FEET.
   CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.0 FEET: 30.0 FEET.
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL BE PRIOR PLANNING DEPARTMENT, HEALTH DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS (LOTS 2-39 AND LOTS 41-70).
4. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:--BM. NO. 1--ELEV. 93.08 N.G.V.D. 29 DESCRIPTION: COTTON PICKER SPINDLE LOCATED AT THE NORTH WEST OF THE SUBDIVISION.
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 101,013.39 CUBIC-FEET OR 2.31 ACRE-FEET OF STORM RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS)
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT HOA, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. NO INDIVIDUAL LOT ACCESS OR LOT FRONTAGE PERMITTED ON TEXAS ROAD FOR LOTS 1, 40, 41, 42, 43, 44, 45 AND 46
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTIS MAY BE ALSO SEEN ON THE UNITE PRINT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE FIELD SYSTEM.
   E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION
12. I, KINDEL BENNETT, PRESIDENT AND GENERAL PARTNER OF EBEN SOUTH TEXAS, LTD., SUBDIVIDER OF TEXAS ESTATES SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
13. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH RODE BY 18 INCH LONG IRON RODS.
14. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
15. CROSS-HATCHED AREA IS A TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED EAST AND ASST IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE EAST AND ASST.
16. THE 100 FOOT EASEMENT FOR IRRIGATION PURPOSES SHOWN ON LOTS 12 THRU 24 IS A PRIVATE IRRIGATION EASEMENT TO BE USED FOR THE LOCATION OF ABOVE OR BELOW GROUND IRRIGATION IMPROVEMENTS. SAID PRIVATE EASEMENT FOR THE USE OF THE PROPERTY OWNER OF THE 4.3 ACRE TRACT LOCATED WEST OF AND ADJACENT TO THIS SUBDIVISION AS SHOWN HEREON, AND, SHALL BECOME NULL AND VOID AT SUCH TIME THAT SAID 4.3 ACRE PROPERTY IS ENCLUDED FROM HIDALGO COUNTY IRRIGATION DISTRICT NO. 2. IN ADDITION:
   * THE 100 FOOT PRIVATE EASEMENT FOR IRRIGATION PURPOSES SHOWN ON LOTS 12 THRU 24 SHALL BE MAINTAINED BY THE PROPERTY OWNER OF SAID 4.3 ACRE TRACT.
   * THE FENCING OF THE PRIVATE EASEMENT FOR IRRIGATION SHALL BE PROHIBITED BY ANY LOT OWNER WITHIN THIS SUBDIVISION UNTIL SUCH TIME THAT THE 4.3 ACRE PROPERTY IS ENCLUDED FROM HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

RIGHT OF WAY EASEMENT.

KNOW ALL MEN BY THOSE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to place, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on the plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed. In the event the easement hereby granted cuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of the pipeline(s) as installed, Grantee shall have the right to acquire an additional easement over and across the land shown on this plat for the purpose of relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement, and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ___day of 201__

DEVELOPER

STATE OF TEXAS
COUNTY OF HIDALGO

I, KYNDEL BENNETT, PRESIDENT ON BEHALF OF BENNETT-FLORES INVESTMENTS, L.L.C. AS A GENERAL PARTNER, TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **TEXAS ESTATES**, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER MAINS, AFTER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND FURTHER, I HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 849, 2000 EDITION, HAVE BEEN MET AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

EBEN SOUTH TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP

BY: BENNETT-FLORES INVESTMENTS, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER

BY: _____
KYNDEL W. BENNETT, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, 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 CONSIDERATIONS THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
CITY OF EDINBURG

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____
CHAIRPERSON, PLANNING AND ZONING COMMISSION

_____
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OWEN SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS **TEXAS ESTATES** AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE FRONT) ARE NOT LOCATED IN A FLOOD PRONE AREA, DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____
DAVID OWEN SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

_____
DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **TEXAS ESTATES** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 2012.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST _____ _____
HIDALGO COUNTY CLERK DATE

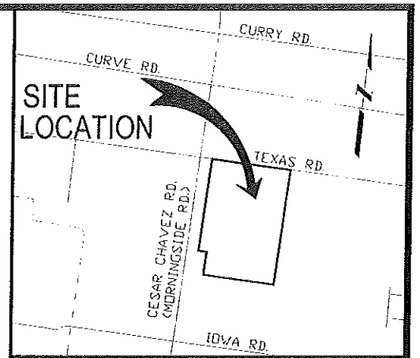
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____, AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____ M. ON _____, 2012.

_____ _____
HIDALGO COUNTY CLERK DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TEXAS ESTATES IS LOCATED ALONG THE SOUTH SIDE OF TEXAS ROAD AND APPROXIMATELY 175.00' EAST FROM THE INTERSECTION OF CESAR CHAVEZ ROAD AND TEXAS ROAD ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 AS PER THE 2010 CENSUS). **TEXAS ESTATES** DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF EDINBURG, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF EDINBURG UNDER LOCAL GOVERNMENT CODE 42.021. FIRECRET No 4



LOCATION MAP SCALE : 1" = 1000'

TEXAS ESTATES

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501
DATE PREPARED: OCTOBER 2, 2012

PLAT SHEET 1 OF 3

METES AND BOUNDS DESCRIPTION

BEING A 42.47 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT A PORTION OF LOTS 1 AND 8, BLOCK 60, ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, 42.47 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE NORTH-EAST CORNER OF SAID LOT 1 LOCATED IN THE CENTER OF TEXAS ROAD, A 40.0 FOOT PUBLIC DEDICATED ROADWAY, FOR THE NORTH-EAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH, CONSIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 200 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 1,320.0 FEET PASS THE SOUTH-EAST CORNER OF SAID LOT 1 AND THE NORTH-EAST CORNER OF SAID LOT 8, AT A DISTANCE OF 1,630.0 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE EAST LINE OF SAID LOT 8 FOR THE SOUTH-EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, WEST, ALONG A LINE PARRALLEL TO THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 1,026.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE SOUTH-EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 330.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 8 AND THE SOUTH LINE OF SAID LOT 1 FOR AN INTER OR CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, WEST, CONSIDENT WITH THE NORTH LINE OF SAID LOT 8 SAME BEING THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 119.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 1,320.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EXISTING SOUTH RIGHT-OF-WAY OF SAID ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A NAIL FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 1 FOR THE NORTH-WEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, EAST, CONSIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1,145.0 FEET TO THE POINT OF BEGINNING, CONTAINING 42.47 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 200 FEET (OR 0.93 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID TEXAS ROAD, LEAVING 41.54 NET ACRES OF LAND, MORE OR LESS

BEARING SOURCE: SURVEY OF SAID 42.47 ACRE TRACT OF LAND PREPARED BY RIO DELTA ENGINEERING & SURVEYING, DATED 6/14/06, JOB NO. RIO 04 137

N:\SURVEY\SURVEYS\WORKING\SCEESTATES SUB\42.47

STATE OF TEXAS
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____ DAY OF _____, 20__.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 POINTS-OF-WAY OR EASEMENTS.

PRESIDENT _____ ATTEST: _____ SECRETARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OWEN SALINAS, P.E., TX. REG. NO. 71973 ON NOVEMBER 27, 2012. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

INDEX SHEET OF TEXAS ESTATES

SHEET 1	HEADING, PLAT LOCATION AND PRINCIPAL CONTACTS; GENERAL PLAT NOTES;

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-18-2012

PROPOSED **MAYRIN** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **SDI ENGINEERING, L.L.C.** DEVELOPER: **MARTIN VILLANUEVA.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **2** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North of Alberta Rd approximately 200 feet west of "I" Road.**

SUBDIVISION LIES WITHIN THE:
- ☐ *The rural area of the County.*
- ☐ *ETJ of ___ and was approved administratively by said City.*
- ☒ *ETJ of **Edinburg** and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-24-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **On-site Drainage Detention Swales.**

DISTANCE TO A DRAIN DITCH: **Drain ditch is north adjacent to the north property line.**

ROAD R.O.W. DEDICATION: **20 feet on Alberta Road of additional ROW**

H.C.R.O.W.APPROVED DATE: **03-06-2012** : By, **J. Benito Rodriguez** R.O.W. AGENT

☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **.**

SEWER SYSTEM:
- ☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: ___
- ☒ SANITARY SEWER BY: **Edinburg.** LINE SIZE: **12"** LOCATION: **Alberta Road.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Alberta Road .**

H.C.O.E.C. APPROVED DATE: **09-14-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☐ **LARGE CONSTRUCTION**

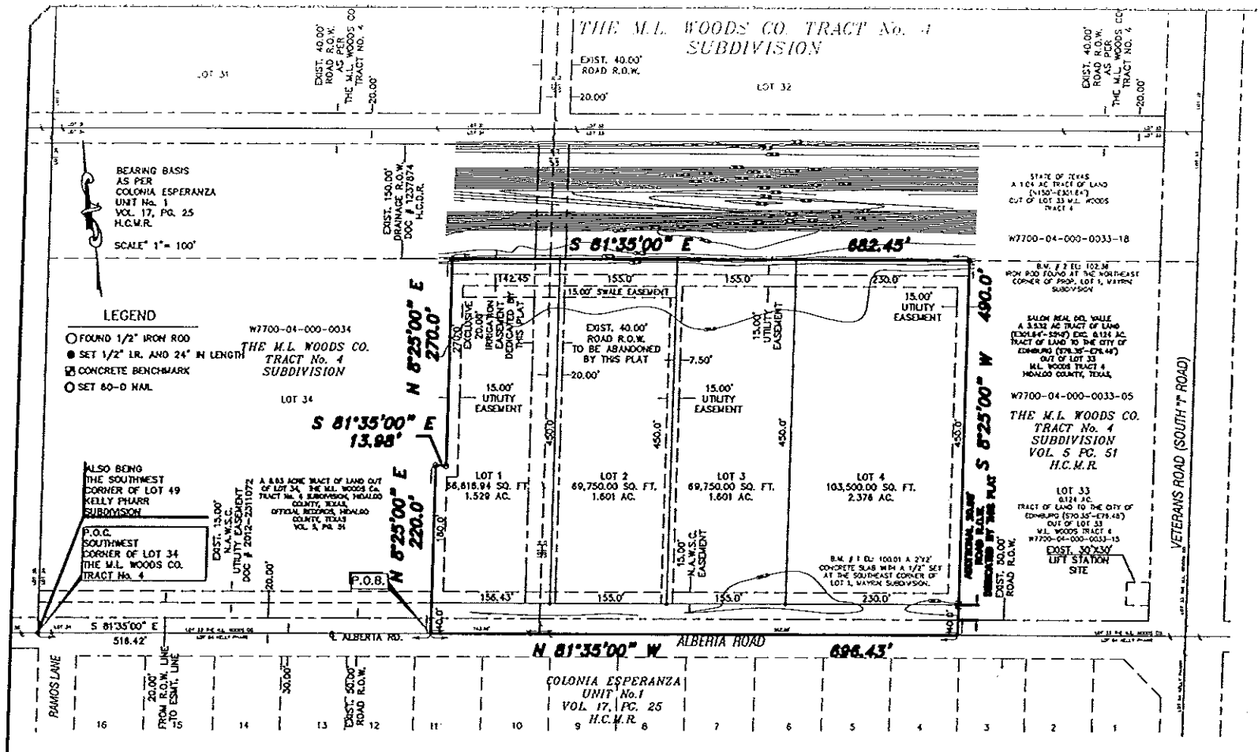
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
- ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
- ☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
- *Amount: $_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

STAFF RECOMMENDS:
- ☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*
- ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
- ☒ **Final Approval** *subject to recommendations from other departments*
- ☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B" COMMUNITY-PANEL NUMBER: 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982. AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD 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 SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

2. SETBACKS:
FRONT: 40.00 FEET
REAR: 30.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--> B.M. NO. 1 – ELEV. 100.01 N.G.V.D. 29 DESCRIPTIONS: 2'x2' CONCRETE SLAB WITH A 1/2" SET AT THE SOUTHEAST CORNER OF LOT 1, MAYRIN SUBDIVISION.
--> B.M. NO. 2 – ELEV. 100.44 N.G.V.D. 29 DESCRIPTIONS: 1/2" IRON ROAD SET AT THE NORTHEAST CORNER OF LOT 1 OF MAYRIN SUBDIVISION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 38,744 CUBIC-FEET 0.889 ACRE-FEET) OF STORM WATER RUNOFF.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. A 5.0' SIDEWALK IS REQUIRED ALONG ALBERTA ROAD AT THE BUILDING PERMIT STAGE.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION, PRIOR TO THE ISSUANCE OF A BUILDING AND/OF DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH THE COUNTY AND STATE STANDARDS.

12. ONCE ANNEXED OR INCORPORATED TO THE CITY OF EDINBURG CITY LIMITS, SAID PROPERTY SHALL BE SUBJECT TO CITY OF EDINBURG'S REQUIREMENTS AND SPECIFICATIONS, SUCH REQUIREMENTS MAY INCLUDE, BUT NOT LIMITED TO THE UNIFIED DEVELOPMENT CODE, SETBACK BUFFER-YARDS, FLOOR AREA RATION, LANDSCAPING SURFACE RATIO, PARKING REQUIREMENTS, FIRE PROTECTION, BUILDING PERMIT REQUIREMENTS OR ANY OTHER REQUIREMENTS.

13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWSP) REQUIREMENTS.

14. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT THE BUILDING PERMIT STAGE FOR COMMERCIAL AREAS.

15. ALL COMMON ACCESS, DETENTION AREAS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAIN BY THE LOT OWNER.

16. – OMIT –

17. LOTS 3 THROUGH 4 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 3 THROUGH 4 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. DEVELOPER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

18. CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER (S).

19. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR THIS CALCULATIONS OF THIS SUBDIVISION.



LOCATION MAP
SCALE: 1"= 3000'

PREPARED BY: SDI ENGINEERING, L.L.C.
1703 W. OWASSA RD.
EDINBURG, TEXAS 78540

DATE PREPARED: DECEMBER 27, 2011
DATE SURVEYED: JANUARY 2, 2012

MAYRIN SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE CENTRAL AREA OF HIDALGO COUNTY, ON THE NORTH SIDE OF ALBERTA ROAD APPROXIMATELY 350 FEET WEST FROM VETERANS ROAD ("F" ROAD). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG THE POPULATION IS 77,100. MAYRIN SUBDIVISION LIES ADJACENT TO THE CITY LIMITS OF THE CITY OF EDINBURG AND IS LOCATED WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

MINOR SUBDIVISION PLAT OF MAYRIN SUBDIVISION

BEING A 7.750 ACRE TRACT OF LAND OUT OF LOTS 33 & 34 THE M.L. WOODS CO. TRACT No. 4 SUBDIVISION HIDALGO COUNTY, TEXAS VOLUME 0, PAGES 4 & 5 H.C.M.R.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MAYRIN SUBDIVISION, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____ _____
MARTIN VILLANUEVA, PRESIDENT DATE
MAYRIN BANQUET HALL, LLC
5804 N. 23RD ST.
MCALLEN, TX. 78504

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2012.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES ON _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
DISTRICT MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I,THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE THE CITY OF EDINBURG HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS MAYRIN SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 2012.

_____ _____
PLANNING & ZONING COMMISSION CHAIRPERSON DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, LEO L. RODRIGUEZ, JR. REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

_____ _____
LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448
FIRM NO. 101702-00

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAYRIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2012.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, ISAEL POSADAS, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
ISAEL POSADAS, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 89435

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAYRIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ ____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST _____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY IRRIGATION DISTRICT # 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 THIS THE _____ DAY OF _____ 2012.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY DISTRICT No. 2 RIGHT OF WAYS EASEMENTS.

_____ _____
SECRETARY DATE

_____ _____
PRESIDENT – H.C.I.D. NO. 2 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS PLAT OF MAYRIN SUBDIVISION CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE CITY.

_____ _____
CITY OF EDINBURG, MAYOR DATE

_____ _____
CITY OF EDINBURG, CLERK DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERKS

ON: _____ _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOL. _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreed that, notwithstanding any other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this _____ day of _____, 20012.

_____
MARTIN VILLANUEVA, PRESIDENT
MAYRIN BANQUET HALL, LLC
5804 N. 23RD ST.
MCALLEN, TX. 78504

METES AND BOUNDS DESCRIPTION

A 7.750 (337,590.00 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 33 & 34, THE M.L. WOODS Co. TRACT No. 4 SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 0 PAGES 4–5 MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 7.75 (337,590.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 60–D NAIL SET FOR THE SOUTHWEST CORNER OF LOT 34, THE M.L. WOODS Co. TRACT No. 4 SUBDIVISION, THENCE; SOUTH 81°35'00" EAST WITH AND ALONG THE SOUTH LINE OF SAID LOT 34, A DISTANCE OF 516.42 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT AND ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 8°25'00" EAST, PARALLEL TO THE EAST LOT LINE OF SAID LOT 34, A DISTANCE OF 20.00 FEET TO A POINT FOR THE EXISTING AND APPARENT NORTH RIGHT–OF–WAY LINE OF ALBERTA ROAD, AND CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 220.00 FEET TO AN ¾" IRON ROD 24" IN LENGTH FOUND FOR AN EXTERNAL CORNER OF TRACT HEREIN DESCRIBED;

THENCE SOUTH 81°35'00" EAST, PARALLEL TO THE SOUTH LOT LINE OF SAID LOT 34, A DISTANCE OF 13.98 FEET TO AN ½" IRON ROD FOUND FOR AN INTERNAL CORNER OF TRACT HEREIN DESCRIBED;

THENCE NORTH 8°25'00" EAST, PARALLEL TO THE EAST LOT LINE OF SAID LOT 34, A DISTANCE OF 270.00 FEET TO AN ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF TRACT HEREIN DESCRIBED;

THENCE SOUTH 81°35'00" EAST, PARALLEL TO THE NORTH LOT LINE OF SAID LOT 34, A DISTANCE OF 142.45 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 34 AND THE NORTHWEST CORNER OF SAID LOT 33 AND CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 682.45 FEET TO AN IRON ROD FOUND AT THE NORTHEAST CORNER OF PROP. LOT 1, MAYRIN SUBDIVISION WITH BENCH MARK # 2 EL: 102.36 FOR THE NORTHEAST CORNER OF TRACT HEREIN DESCRIBED;

THENCE SOUTH 8°25'00" WEST, PARALLEL TO THE WEST LOT LINE OF SAID LOT 33, A DISTANCE OF 450.00 FEET TO A METAL DISK SET AT THE SOUTHEAST CORNER OF PROP. LOT 1, MAYRIN SUBDIVISION WITH BENCH MARK # 1 EL: 100.01 FOR THE FUTURE NORTH RIGHT–OF–WAY LINE OF ALBERTA ROAD, AND CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 490.00 FEET TO A POINT AT THE SOUTH LOT LINE OF SAID LOT 33, FOR THE SOUTHEAST CORNER OF TRACT HEREIN DESCRIBED;

THENCE NORTH 81°35'00" WEST, WITH AND ALONG THE SOUTH LOT LINE OF SAID LOT 33, A DISTANCE OF 552.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 33 AND ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 34, CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 696.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.750 (337,590.00 SQ. FT.) ACRES OF LAND MORE OR LESS.

INDEX TO SHEET FOR MAYRIN SUBDIVISION

1	LOCATION MAP AND ETJ;PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNIOPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.O.D. No. 1 CERTIFICATION; H.C.I.D. No. 2 CERTIFICATION; RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION; REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER IMPROVEMENTS, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; DRAINAGE REPORT, SUB-DIVIDER CERTIFICATE AND STATEMENT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
OWNER: MARTIN VILLANUEVA, PRESIDENT, MAYRIN BANQUET HALL, L.L.C.	5804 N. 23RD ST. McALLEN, TX. 78504	(956) 686–7636	(956) 686–7264
ENGINEER: ISAEL POSADAS, P.E.	1703 W. OWASSA RD., EDINBURG, TX. 78540	(956) 783–7634	(956) 287–3697
SURVEYOR: LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 1830, EDINBURG, TEXAS 78540	(956) 491–1013	(956) 381–2775

SDI ENGINEERING, LLC
CIVIL • TRANSPORTATION • PLANNING • STORMWATER
1703 W. OWASSA RD., EDINBURG, TEXAS 78540
(956) 783–7634 PH (956) 287–3697 FAX
INFO@SDI-ENGINEERING.COM
TBPE REG NO F-4356

NO.	SHEET	REVISION	DATE	APPROVED

I:\Users\Y2K\Documents\YSDI Project Files PC_07\Mayrin_Subdivision\3_Drawings\Mayrin_Subdivision.dwg – Nov 09, 2012 – 8:11AM

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-18-2012

PROPOSED **LA HOMA CROSSING PHASE I** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **MANUEL CANTU, JR.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **13** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **Southeast corner of La Homa Rd and Mile 7 North Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of ____ and was approved administratively by said City.*
☒ *ETJ of* **Mission** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-03-2011** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On-site Drainage Detention Swales.**

DISTANCE TO A DRAIN DITCH: **Approximately ½ miles Southeast of the Subdivision development**

ROAD R.O.W. DEDICATION: **20 feet on La Homa Road of additional ROW**

H.C.R.O.W.APPROVED DATE: **03-23-2012** : By, **Victor Gallardo** R.O.W. AGENT

SEWER SYSTEM:
☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez .**
☒ OSSF WILL BE INSTALLED BY LOT OWNER AT THE DEVELOPMENT PERMIT STAGE
☐ SANITARY SEWER BY: ____ LINE SIZE: ____ LOCATION: ____.

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **6"** LOCATION: **Mile 7 North Road .**

H.C.O.E.C. APPROVED DATE: **11-27-2012 .**: By **Martin Ramirez**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

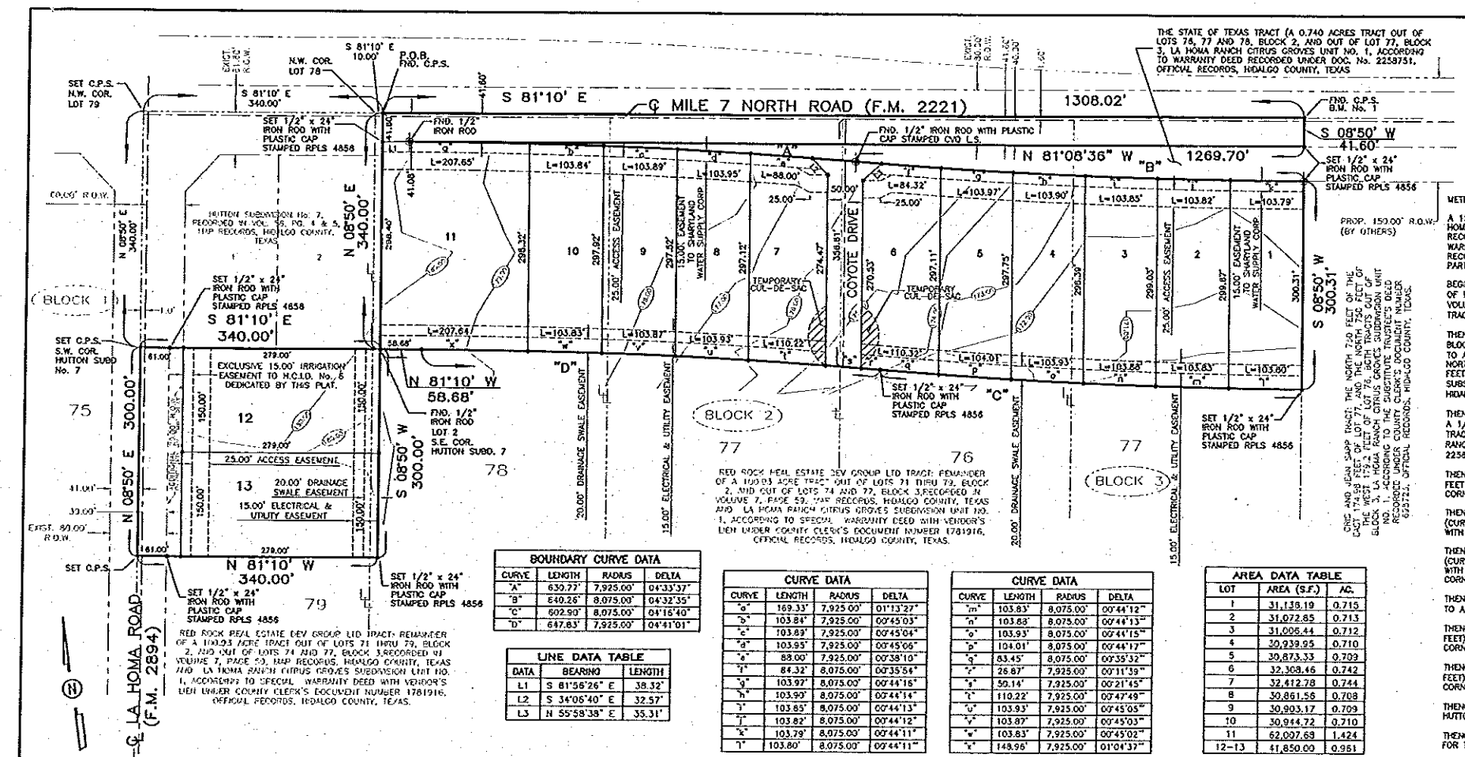
☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: **April 3, 2012**

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations from other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



BOUNDARY CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"A"	630.77'	7,925.00'	04°33'37"
"B"	640.26'	8,075.00'	04°32'35"
"C"	602.90'	8,075.00'	04°16'40"
"D"	647.83'	7,925.00'	04°41'01"

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 81°56'26" E	38.32'
L2	S 34°06'40" E	32.57'
L3	N 55°58'38" E	35.31'

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"a"	169.33'	7,925.00'	01°13'27"
"b"	103.84'	7,925.00'	00°45'03"
"c"	103.89'	7,925.00'	00°45'04"
"d"	103.95'	7,925.00'	00°45'06"
"e"	88.00'	7,925.00'	00°38'10"
"f"	84.32'	8,075.00'	00°35'56"
"g"	103.97'	8,075.00'	00°44'15"
"h"	103.90'	8,075.00'	00°44'14"
"i"	103.85'	8,075.00'	00°44'13"
"j"	103.82'	8,075.00'	00°44'12"
"k"	103.79'	8,075.00'	00°44'11"
"l"	103.80'	8,075.00'	00°44'11"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"m"	103.83'	8,075.00'	00°44'12"
"n"	103.83'	8,075.00'	00°44'13"
"o"	103.93'	8,075.00'	00°44'15"
"p"	104.01'	8,075.00'	00°44'17"
"q"	83.45'	8,075.00'	00°35'32"
"r"	26.87'	7,925.00'	00°11'39"
"s"	59.14'	7,925.00'	00°21'45"
"t"	110.22'	7,925.00'	00°47'49"
"u"	103.93'	7,925.00'	00°45'05"
"v"	103.87'	7,925.00'	00°45'03"
"w"	103.83'	7,925.00'	00°45'02"
"x"	148.96'	7,925.00'	01°04'37"

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	31,139.19	0.715
2	31,072.85	0.713
3	31,006.44	0.712
4	30,939.95	0.710
5	30,873.33	0.709
6	32,368.46	0.742
7	32,412.78	0.744
8	30,861.56	0.708
9	30,903.17	0.709
10	30,944.72	0.710
11	62,007.68	1.424
12-13	61,850.00	0.981

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN
COMMUNITY-PANEL No. 480334 0290 D
COMMUNITY-PANEL No. 480334 0295 D
MAP DATED: JUNE 8, 2000

2.- SETBACKS:

FRONT	50.00 FEET
REAR	35.00 FEET
SIDE	6.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS EXISTING ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK No. 1 ELEV.=176.20 LOCATED ON A COTTON PICKER SPINDLE FOUND ON THE NORTHWEST CORNER OF THE PROP. SUBDIVISION. N.A.V.D. 88 DATUM.

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 19.165.77 CUBIC -FEET 0.89 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.2.

MANUEL CANTU, JR. MEMBER, RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD., THE OWNER & SUBDIVIDER OF SUBDIVISION PHASE I, LA HOMA CROSSING RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

8.- LEGEND o - DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

9.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF COMMERCIAL SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR (LICENSE No. – 0512258) HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.- AN OFF-STREET PARKING LOT SITE-PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED, AND CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

14.- ALL LOTS SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. ALL LOTS ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

15.- ALL LOTS IN LA HOMA CROSSING SUBDIVISION PHASE I ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LA HOMA CROSSING SUBDIVISION PHASE I TO THE AREA DEPICTED ON THE SUBDIVISION PHASE 1 PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LA HOMA CROSSING SUBDIVISION PHASE I THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PHASE I PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE "DRAINAGE SWALE" AREAS, LOT OWNERS OF LA HOMA CROSSING SUBDIVISION PHASE I THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PHASE I PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE CITY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PHASE I PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LA HOMA CROSSING SUBDIVISION PHASE I BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION PHASE I IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LA HOMA CROSSING SUBDIVISION PHASE I, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LA HOMA CROSSING SUBDIVISION PHASE I ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

17.- ANY PROPOSED DRIVEWAY/ENTRANCE CONSTRUCTION WITHIN OR ALONG TXDOT RIGHT-OF-WAYS SHALL CONFORM TO THE TXDOT ACCESS MANAGEMENT MANUAL. DRIVEWAY PERMIT SHALL BE REQUIRED AND SHOULD BE APPROVED IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION.

18.- NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 1 THROUGH 13. A 24.00 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER ON LOT 1 TO PROVIDE INGRESS AND EGRESS TO LOTS 1 THROUGH 6 FROM F.M. 2221 (MILE 7 NORTH ROAD). A 15.00 FOOT DRIVEWAY EXTENSION SHALL BE CONSTRUCTED TO THE EXISTING 30.00 FOOT DRIVEWAYS ON LOT 11 TO PROVIDE INGRESS AND EGRESS TO LOTS 7 THROUGH 11 FROM F.M. 2221 (MILE 7 NORTH ROAD). AND OTHER 15.00 FOOT DRIVEWAY EXTENSION SHALL BE CONSTRUCTED TO THE EXISTING 30.00 FOOT DRIVEWAYS ON LOT 12 TO PROVIDE INGRESS AND EGRESS TO LOTS 12 THROUGH 13 FROM F.M. 2894 (LA HOMA ROAD).

19.- CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE SOUTH IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE SOUTH.

20.- DEVELOPER MUST PAVE ALL 25.00' ACCESS EASEMENTS PRIOR TO RECORDING OR ISSUING ANY BUILDING PERMITS. THE MAINTENANCE OF THE PAVED ACCESS EASEMENT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

21.- 5.0' SIDEWALKS ARE REQUIRED AT PERMIT STAGE ALONG MILE 7 NORTH ROAD (F.M. 2221) AND LA HOMA ROAD (F.M. 2894).

22.- A 6.0 FOOT OPAQUE FENCE BUFFER SHALL BE REQUIRED OF THE COMMERCIAL DEVELOPER AND/OR OPERATOR IF ADJACENT TO RESIDENTIALLY USED PROPERTIES.

23.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

24.- THE COUNTY OF HIDALGO SHALL APPROVE A SITE PLAN (WHICH SHALL INCLUDE EMPHASIS TO BUT NOT BE LIMITED TO ACCESSIBILITY TO MILE 7 NORTH ROAD, CROSS ACCESS EASEMENTS TO ADJOIN OTHER NON RESIDENTIAL DEVELOPMENT, FENCE BUFFERING, FIRE HYDRANTS AND PAVED FIRE LANES) PRIOR TO ISSUANCE OF A BUILDING PERMIT.

LOCATION MAP

SCALE: 1" = 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LA HOMA CROSSING SUBDIVISION PHASE I, IS LOCATED IN WEST HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 7 NORTH ROAD (F.M. 2221) AND EAST SIDE OF LA HOMA ROAD (F.M. 2894). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058). LA HOMA CROSSING SUBDIVISION PHASE I, LIES APPROXIMATELY 4 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S 5-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PRECINCT No. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	MANUEL CANTU, JR. MEMBER, RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD.	810 W. FERGUSON	PHARR, TX 78577	(956)821-8180	682-3302
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

SUBDIVISION PLAT OF:

LA HOMA CROSSING SUBDIVISION PHASE I

A 12.53 ACRE TRACT OF LAND OUT OF LOTS 76, 77, 78 AND 79, BLOCK 2 AND LOT 77, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1781916, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 12.53 ACRE TRACT OF LAND OUT OF LOTS 78, 77, 78 AND 79, BLOCK 2, AND OUT OF LOT 77, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1781916, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE NORTH LINE OF LOT 78 AND WITHIN THE RIGHT OF WAY OF MILE 7 NORTH ROAD (F.M. 2221) FOR THE NORTHEAST CORNER OF HUTTON SUBDIVISION No.7 (RECORDED IN VOLUME 58, PAGES 4 AND 5, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°10' E, 10.00 FEET FROM THE NORTHWEST CORNER OF LOT 78.

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOTS 78, 77 AND 78, BLOCK 2, THE NORTH LINE OF LOT 77, BLOCK 3, AND WITHIN THE RIGHT OF WAY OF MILE 7 NORTH ROAD (F.M. 2221), A DISTANCE OF 1,308.02 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF THE CRIS AND JEAN SAPP TRACT (THE NORTH 750.0 FEET OF THE EAST 179.93 FEET OF LOT 77, AND THE NORTH 750.00 FEET OF THE WEST 179.20 FEET OF LOT 76, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT No.1, ACCORDING TO THE SUBSTITUTE TRUSTEE'S DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 695723, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE WEST LINE OF THE CRIS AND JEAN SAPP TRACT, A DISTANCE OF 41.60 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THE STATE OF TEXAS TRACT (A 0.74 ACRE TRACT OUT OF LOTS 76, 77 AND 78, BLOCK 2, AND OUT OF LOT 77, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT No.1, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2258751; OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°08'36" W, ALONG THE NORTH LINE OF THE STATE OF TEXAS TRACT, A DISTANCE OF 1,269.70 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF THE STATE OF TEXAS TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE SOUTH LINE OF THE STATE OF TEXAS TRACT AND THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 04°33'37", RADIUS = 7,925.00 FEET), A DISTANCE OF 630.77 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED CYO L.S. FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE SOUTH LINE OF THE STATE OF TEXAS TRACT AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 04°32'35", RADIUS = 8,075.00 FEET), A DISTANCE OF 640.26 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE CRIS AND JEAN SAPP TRACT FOR THE SOUTHEAST CORNER OF THE STATE OF TEXAS TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE WEST LINE OF THE CRIS AND JEAN SAPP TRACT, A DISTANCE OF 300.31 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 04°16'40", RADIUS = 8,075.00 FEET), A DISTANCE OF 602.90 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 04°41'01", RADIUS = 7,925.00 FEET), A DISTANCE OF 647.83 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°10' W, A DISTANCE OF 58.68 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF HUTTON SUBDIVISION No.7 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°50' W, A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 81°10' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS SET AT 299.00 FEET FOR THE EAST RIGHT OF WAY LINE OF LA HOMA ROAD (F.M. 2894), A TOTAL DISTANCE OF 340.00 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 79 AND WITHIN THE RIGHT OF WAY OF LA HOMA ROAD (F.M. 2894) FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°50' E, ALONG THE WEST LINE OF LOT 79, PARALLEL TO AND 1.00 FOOT WEST OF THE CENTERLINE OF LA HOMA ROAD (F.M. 2894), A DISTANCE OF 300.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF HUTTON SUBDIVISION No.7 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE SOUTH LINE OF HUTTON SUBDIVISION No.7, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 41.00 FEET FOR THE EAST RIGHT OF WAY LINE OF LA HOMA ROAD (F.M. 2894), A TOTAL DISTANCE OF 340.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF HUTTON SUBDIVISION No.7 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°50' E, ALONG THE EAST LINE OF HUTTON SUBDIVISION No.7, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 298.40 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 7 NORTH ROAD (F.M. 2221), PASSING AT 338.40 FEET THE CENTERLINE OF MILE 7 NORTH ROAD (F.M. 2221), A TOTAL DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.53 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HUTTON SUBDIVISION No. 7, RECORDED IN VOLUME 58, PAGES 4 AND 5, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

4-12-12
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA HOMA CROSSING SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA HOMA CROSSING SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, MANUEL CANTU, JR. MEMBER, RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD., AS OWNER OF THE 12.53 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA HOMA CROSSING SUBDIVISION PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

10/31/12
DATE

RED ROCK REA

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-18-2012

PROPOSED **RIVERA PROPERTIES** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT.** DEVELOPER: **MARIO RIVERA.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY ☐ *MULTI-FAMILY **1** ☒ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **West of Alamo Road approximate 170 feet of Iowa Road.**

SUBDIVISION LIES WITHIN THE:
- ☐ *The rural area of the County.*
- ☐ *ETJ of _____ and was approved administratively by said City.*
- ☒ *ETJ of **Edinburg** and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **08-02-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"B" (Shaded)** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swale.**

DISTANCE TO A DRAIN DITCH: **Approximately 1 mile south of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet to Alamo Road by this plat.**

H.C.R.O.W.APPROVED DATE: **08-13-2012** : By, **Jaime Salinas** R.O.W. AGENT

SEWER SYSTEM:
- ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez .**
- ☒ OSSF TO BE INSTALLED AT DEVELOPMENT PERMIT STAGE.
- ☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Alamo Road.**

H.C.O.E.C. APPROVED DATE: **11-28-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☒ **CONSTRUCTION GENERAL PERMIT NOT REQUIRED**

Total project size is less than 1 acres, less than 1 acre of soil disturbance will take place during construction. No further submittals will be required. This approval will also cover the final subdivision approval. Since no Construction General Permit (C.G.P.) coverage is required.

☐ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

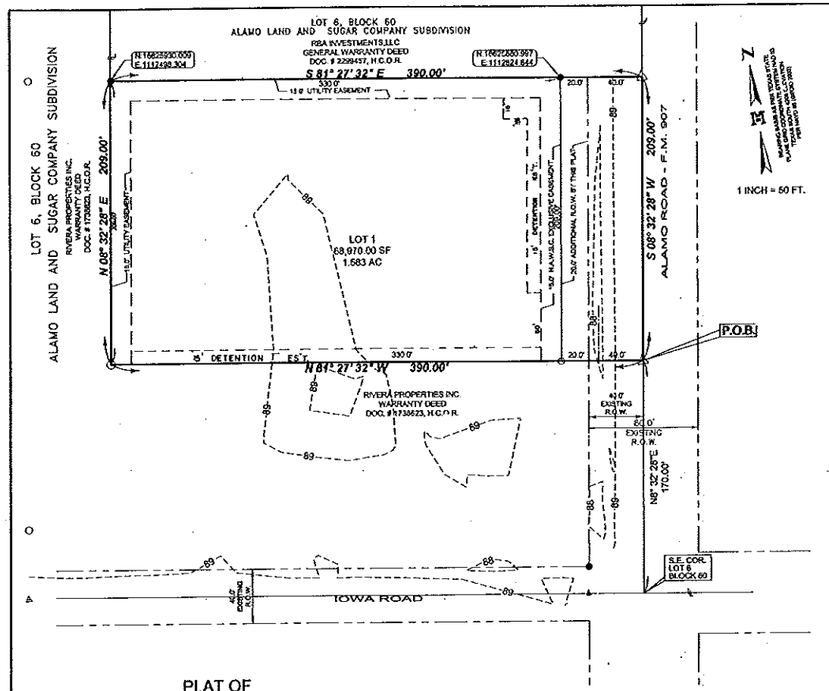
☐ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
- ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
- ☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
- *Amount: $_____For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

STAFF RECOMMENDS:
- ☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of_____.*
- ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
- ☒ **Final Approval** *subject to recommendations other departments*
- ☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



PLAT OF
RIVERA PROPERTIES SUBDIVISION

BEING A RESUBDIVISION OF 1.871 ACRES
OUT OF LOT 6, BLOCK 60
ALAMO LAND AND SUGAR COMPANY SUBDIVISION
AS RECORDED IN VOLUME 1, PAGE 24-26
HIDALGO COUNTY MAP RECORDS,
HIDALGO COUNTY, TEXAS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PLAT OF RIVERA PROPERTIES SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY, NORTH OF IOWA ROAD, ON THE WEST SIDE OF ALAMO ROAD (F.M. 907). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100 2010 CENSUS). PLAT OF RIVERA PROPERTIES SUBDIVISION LIES APPROXIMATELY 1 1/2 MILES FROM THE CITY LIMITS AND IS WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

INDEX TO SHEET OF PLAT OF RIVERA PROPERTIES SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION; CERTIFICATION, ATTESTATION, ENGINEERING & SURVEYOR'S CERTIFICATION; CITY APPROVAL CERTIFICATION; COUNTY APPROVAL CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATION; H.C.I.D. No. 2 APPROVAL, H.C.D.D. No. 1 APPROVAL, HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT CERTIFICATION, N.A.W.S.C. CERTIFICATION.

SHEET 2: DRAINAGE REPORT; INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS; REVISION NOTES.

SHEET 3: TOPOGRAPHY MAP & UTILITY LAYOUT; CONSTRUCTION DETAILS

METES AND BOUNDS DESCRIPTION

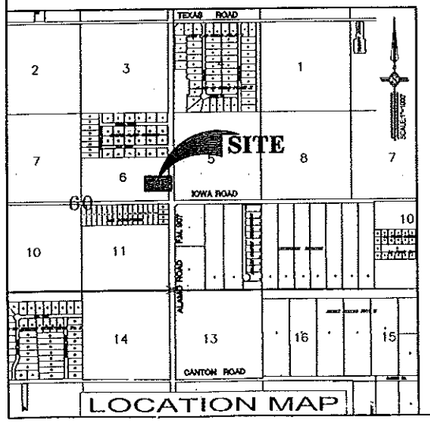
A TRACT OF LAND CONTAINING 1.871 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOT 6 BLOCK 60, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, HIDALGO COUNTY MAP RECORDS, SAID 1.871 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF SAID LOT 6, BLK 60 FOR THE SOUTHEAST CORNER OF THIS TRACT, WHICH SAID COTTON PICKER SPINDLE CORNER BEAR NORTH 00 DEGREES, 32 MINUTES, 28 SECONDS EAST, A DISTANCE OF 170.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 6 BLOCK 60;

1. THENCE, NORTH 81 DEGREES, 27 MINUTES, 32 SECONDS WEST, AT A DISTANCE OF 40.00 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF ALAMO ROAD (F.M. 907), AT A DISTANCE OF 60.00 FEET PASS A No. 4 REBAR SET FOR THE HEREBY PROPOSED WEST RIGHT-OF-WAY LINE OF ALAMO ROAD(F.M. 907), CONTINUING A TOTAL DISTANCE OF 390.00 FEET TO A No. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, NORTH 08 DEGREES, 32 MINUTES, 28 SECONDS EAST, A DISTANCE OF 209.00 FEET TO A No. 4 REBAR FOUND (NORTHING: 16625930.009, EASTING: 1112498.304), FOR THE NORTHWEST CORNER OF THIS TRACT;
3. THENCE, SOUTH 81 DEGREES, 27 MINUTES, 32 SECONDS EAST, AT A DISTANCE OF 330.00 FEET PASS A No. 4 REBAR FOUND (NORTHING: 16625880.997 , EASTING: 1112624.644), FOR THE HEREBY PROPOSED WEST RIGHT-OF-WAY LINE OF ALAMO ROAD (F.M. 907), AT A DISTANCE OF 350.00 FEET PASS THE EXISTING WEST RIGHT-OF WAY LINE OF ALAMO ROAD(F.M. 907), CONTINUING A TOTAL DISTANCE OF 390.00 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF SAID LOT 6, BLOCK 60, FOR THE NORTHEAST CORNER OF THIS TRACT;
4. THENCE, SOUTH 08 DEGREES, 32 MINUTES, 28 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 6, BLOCK 60, ALAMO LAND AND SUGAR SUBDIVISION, A DISTANCE OF 209.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.871 ACRES OF LAND, MORE OR LESS.

LEGEND

- ● FOUND No.4 REBAR
- ▲ FOUND COTTON PICKER SPINDLE
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- △ SET COTTON PICKER SPINDLE



TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
227 N. F.M. 3167
SAN JUAN, TX 78589
PH: (956) 467-8256
FAX: (956) 467-8591
www.meldenandhunt.com

DRAWN BY: LMR DATE: 9-27-12
SURVEYED, CHECKED DATE:
FINAL CHECK DATE:

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "B"
ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD 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 SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480334 0425 D, MAP REVISED: NOVEMBER 16, 1982.

2. SETBACKS:
FRONT: 50 FEET OR EASEMENT, WHICHEVER IS GREATER
REAR: 15 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 15 FEET OR EASEMENT, WHICHEVER IS GREATER

3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE CENTERLINE OF ASPHALT MEASURED AT THE CENTER OF THE LOT.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. BENCHMARK #1 NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. COTTON PICKER SPINDLE SET IN A POWER POLE ALONG THE WEST SIDE OF ALAMO ROAD AND APPROXIMATELY 284 FEET NORTH IS THIS SUBDIVISION THIS SUBDIVISION.
ELEV. 90.82 NAD 83 TEXAS SOUTH 4205. DATUM.

5. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO OBTAIN A TOTAL OF 2,556 CUBIC FEET (0.06 ACRE-FEET) OF STORM WATER RUNOFF, DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED ON THE DRAINAGE REPORT, PAGE 2 OF 2 OF THIS PLAT. TxDOT DISCHARGE PERMIT IS REQUIRED AT DEVELOPMENT PERMIT STAGE.

6. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH T.C.E.Q. AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON EACH LOT.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT.

7. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

8. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

9. OWNER(S) & SUBDIVIDER(S) OF RIVERA PROPERTIES SUBDIVISION RETAINS AN EASEMENT UPON THIS SUBDIVISION FOR THE
PURPOSE OF INSTALLING AN APPROVED OSSF.

10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

13. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL & INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ONTO (F.M. 907) ALAMO ROAD. A TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

16. A DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY THE COUNTY.

17. THIS PLAT OF RIVERA PROPERTIES SUBDIVISION HEREBY GRANTS A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM LOT 1 IN RIVERA PROPERTIES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. OWNER(S) OF RIVERA PROPERTIES SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOT COMPRISING RIVERA PROPERTIES SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING LOT 1 OF RIVERA PROPERTIES SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND THE LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN RIVERA PROPERTIES SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAVE THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

18. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARIO RIVERA RIVERA PROPERTIES, INC.	3701 HOBBS DR.	EDINBURG, TX. 78539	(956) 457-3141	(956) 380-3668
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE HEREIN WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THIS CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 27th DAY OF September, 20 12.

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF MISSOURI §

COUNTY OF HOWELL §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MARIO RIVERA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27th DAY OF September, 20 12

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

I, JUAN LOPEZ ADMINISTRATOR/DIRECTOR OF THE PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS, DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS RIVERA PROPERTIES SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED, AND HAS BEEN APPROVED FOR RECORDING ON

THIS THE _____ DAY OF _____, 20_____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RIVERA PROPERTIES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON.

HIDALGO COUNTY JUDGE — DATE

ATTEST:

HIDALGO COUNTY CLERK — DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE 8th DAY OF October, 20 12.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No.2 RIGHTS OF WAY OR EASEMENTS.

PRESIDENT

ATTEST: SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RIVERA PROPERTIES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____, DAY OF _____, 20_____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, MARIO RIVERA AS OWNER OF THE 1.871 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RE RIVERA PROPERTIES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST ALL THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

9-27-12
DATE

RIVERA PROPERTIES, INC
MARIO RIVERA
3701 HOBBS DR
EDINBURG, TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MARIO RIVERA, AND PROVED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORE AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27 DAY OF September, 2012

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

10.22.12

FRED L. KURTH, PE # 54151,
DATE SURVEYED 6/25/2012
DATE PREPARED 9/27/2012
T-932, PG. 61
ENGINEERING JOB No. 12079.00
SURVEYING JOB No. 12079.05

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
REGISTERED
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, (FRED L. KURTH), REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 22nd DAY OF October, 20 12

FRED L. KURTH
REGISTERED PROFESSIONAL SURVEYOR (SEAL)
No. 4750 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: 11/09/12

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-18-2012

PROPOSED **SANDRA'S VILLAGE** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **BIG ENGINEERING** DEVELOPER: **HERIBERTO SOLIS**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **North of Mile 4 North Rd approximately 400 feet West of Taylor Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of ___ and was approved administratively by said City.*
☒ *ETJ of* **McAllen** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **08-28-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be provided within landscape areas inside the lot.**

DISTANCE TO A DRAIN DITCH: **Approximately ¼ mile South of the subdivision development.**

ROAD R.O.W. DEDICATION: **30 feet on Mile 4 North Road of additional ROW**

H.C.R.O.W.APPROVED DATE: **11-28-2012** : By, **Victor Gallardo** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Arturo J. Garcia .**
☒ OSSF HAS BEEN ESCROWED WITH HIDALGO COUNTY.
☐ SANITARY SEWER BY: ___ LINE SIZE: ___ LOCATION: ___

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **2 1/2"** LOCATION: **Mile 4 North Road .**

H.C.O.E.C. APPROVED DATE: **09-27-2012 .**: By **Martin Ramirez**

☒ **CONSTRUCTION GENERAL PERMIT NOT REQUIRED**
Total project size is less than 1 acres, less than 1 acre of soil disturbance will take place during construction. No further submittals will be required. This approval will also cover the final subdivision approval. Since no Construction General Permit (C.G.P.) coverage is required.

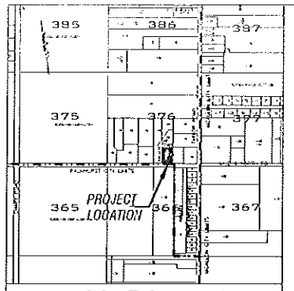
☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☒ **Cash Deposit:** *Amount:* ***$1500.00*** *For:* ☒OSSF(S) ***1*** ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* ___ *L.O.C No.* ___
*Amount: $*___ *For:* ☐*OSSF(S)*___ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* ___.
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations from other departments*
☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOCATION MAP
SCALE: 1" = 1000'

PREPARED BY:
BARRERA INFRASTRUCTURE GROUP, INC
6316 N. 10TH STREET, BLDG. A, SUITE 102
McALLEN, TEXAS 78504
DATE PREPARED: 7/31/12
DATE SURVEYED: 7/29/03

PLAT OF
SANDRA'S VILLAGE SUBDIVISION

A 0.87 ACRE (0.686 AC. NET) TRACT OF LAND BEING THE WEST 157.30 FEET OF THE WEST 314.50 FEET OF THE EAST 544.50 OF THE SOUTH 240.00 FEET OF LOT 376, JOHN H. SHARY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 17, H.C.M.R.

FLAT SHEET 1 OF 2

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SANDRA'S VILLAGE SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 ON THE NORTH SIDE OF MILE 4 NORTH ROAD, APPROXIMATELY 388 FEET WEST OF NORTH TAYLOR ROAD. THE CITY OF MCALLEN (PCP: 1239377-2010 CENSUS) IS THE NEAREST MUNICIPALITY. SANDRA'S VILLAGE SUBDIVISION LIES WITHIN THE CITY OF MCALLEN'S MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), HERIBERTO AND DIANA SOLIS, AS OWNER (S) OF THE 0.87 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SANDRA'S VILLAGE SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN

I, CERTIFY, THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS, AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

_____ DATE
HERIBERTO SOLIS
4400 N. WARE RD
MCALLEN, TEXAS 78504

_____ DATE
DIANA SOLIS
4400 N. WARE RD
MCALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE PERSON(S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20_____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ARTURO SAUCEDA, A REGISTER PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF SANDRA'S VILLAGE SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 8-3-12

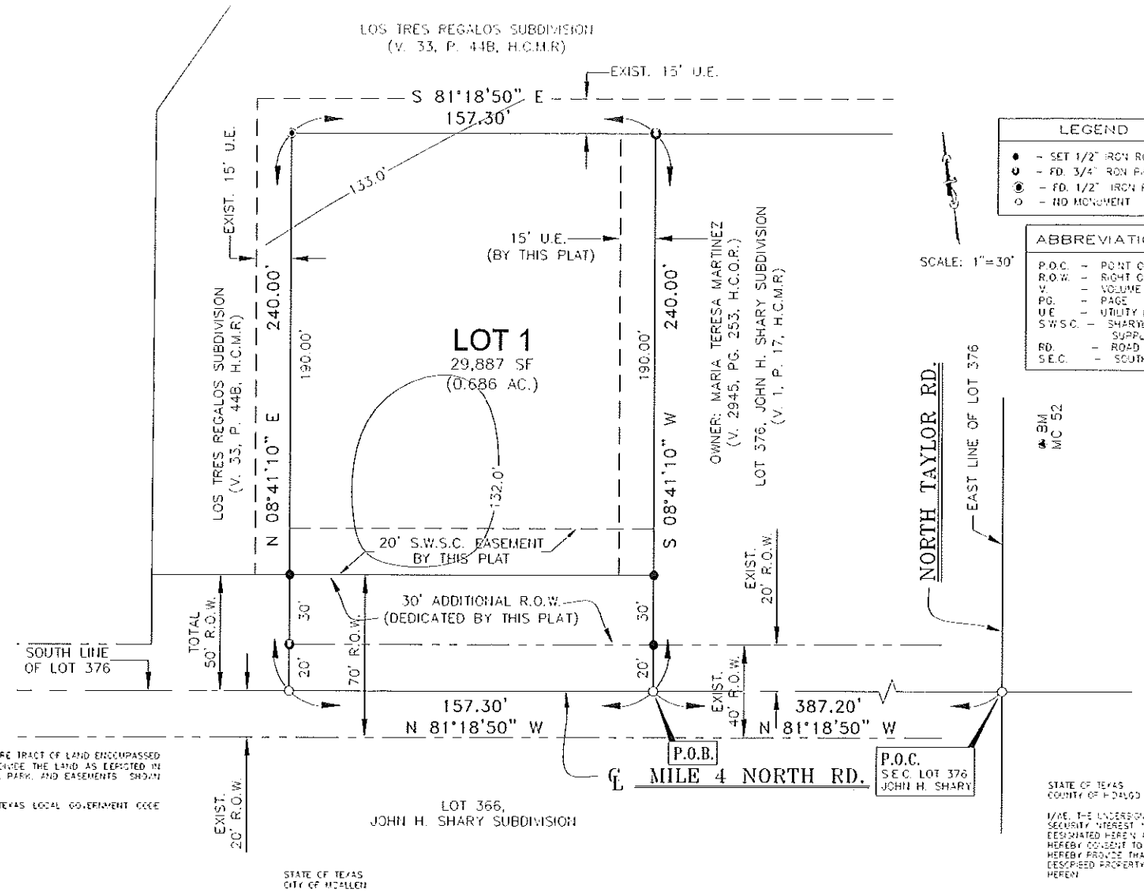
_____ DATE
ARTURO SAUCEDA
R.P.L.S. NO. 4732
ARE SAUCEDA ENGINEERING INC
1528 EDGE AVE
MCALLEN, TEXAS 78504
(FIRM # 100342700)

STATE OF TEXAS
COUNTY OF HIDALGO

I, PETE BARRERA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

_____ DATE
PETE BARRERA
LICENSED PROFESSIONAL ENGINEER No. 85642
BARRERA INFRASTRUCTURE GROUP, INC.
6316 N. 10TH STREET, BLDG. A SUITE 102
MCALLEN, TEXAS 78504

ADDITIONAL CONTACTS					
	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER	HERIBERTO SOLIS	4400 N. WARE RD	MCALLEN, TEXAS 78504		
ENGINEER	PETE BARRERA	6316 N. 10TH ST., BLDG. A, SUITE 102	MCALLEN, TEXAS 78504	(372) 487-1455	(956) 682-2931
SURVEYOR	ARTURO SAUCEDA	1528 EDGE AVE	MCALLEN, TEXAS 78504	(956) 618-0925	(956) 668-8543



SCALE: 1"=30'

LEGEND	
●	– SET 1/2" IRON ROD
○	– FD. 3/4" IRON PIPE
◉	– FD. 1/2" IRON PIPE
○	– NO MONUMENT

ABBREVIATIONS LEGEND		
P.O.C.	–	POINT OF COMMENCEMENT
R.O.W.	–	RIGHT OF WAY
V.	–	VOLUME
PG.	–	PAGE
U.E.	–	UTILITY EASEMENT
S.W.S.C.	–	SHARYLAND WATTER SUPPLY CORPORATION
RD.	–	ROAD
S.E.C.	–	SOUTH EAST CORNER

STATE OF TEXAS
CITY OF MCALLEN

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

_____ _____
CHAIRMAN, PLANNING & ZONING DATE

STATE OF TEXAS
CITY OF MCALLEN

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED

_____ _____
MAYOR DATE
CITY OF MCALLEN

ATTEST: _____
SECRETARY
CITY OF MCALLEN _____ DATE

HIDALGO IRRIGATION DISTRICT

THIS PLAT IS HEREBY APPROVED BY HIDALGO IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES

DATED THIS THE _____ DAY OF _____ 20___

_____ ATTEST: _____
PRESIDENT SECRETARY

HIDALGO IRRIGATION DISTRICT NOTES

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO IRRIGATION DISTRICT AND NO OTHER UTILITIES OF USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.
2. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS, LEVELE OR REDUCE GROUND OVER DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
3. NO PERMANENT STRUCTURE (IE FENCES OR BUILDINGS OF ANY CONSTRUCTION) ARE TO BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY UNLESS WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL

MCALLEN STORMWATER DISTRICT NO. 1

HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 13.318(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE SPECIFICS DESCRIBED ARE APPROPRIATE FOR THE SPECIAL, SUBJECTIVE, BASED ON CERTIFIED SUBMITTED ENGINEERS CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
DISTRICT MANAGER DATE

GENERAL PLAT NOTES & DEDICATIONS

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
COMMUNITY-PANEL NO. 480334 0450 C MAP REVISED NOVEMBER 16, 1982

ZONE "C": AREAS OUTSIDE THE 100-YEAR FLOOD PLAIN

COMMUNITY-PANEL NO. 480334 0450 C MAP REVISED NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AREAS AS SHOWN ON THIS PLAT OF THE PROPOSED SUBDIVISION TO BE WITHIN FLOOD ZONE "C"

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION, THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127)

2. SETBACKS:
FRONT – 50.00 FEET OR IN LINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER
REAR – 15.00 FEET
SIDE – 6.00 FEET OR EASEMENT WIDTH, WHICHEVER IS GREATER
GARAGE – 18.00 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, OFFICE OF ENVIRONMENTAL AND COMPLIANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO COMPLYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET PAVEMENT OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION

5. BENCHMARK NOTE: MC-52, LOCATED ON THE EAST SIDE OF TAYLOR ROAD, APPROXIMATELY 105 FEET FROM NORTH MILE 4 LINE AND 17 FEET EAST FROM THE EDGE OF PAVEMENT OF TAYLOR ROAD. ELEVATION = 132.94 NAVD 88. ALL ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM

6. DRAINAGE: "IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN 0.002 ACRE-FEET (85.0 CUBIC FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FOR DRAINAGE REPORT AND DETENTION DETAILS)

7. ALL OFF-STREET PARKING, LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS PLAT / SITE SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE IS SPECIAL. THE DEVELOPER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR MULTI-FAMILY AND/OR COMMERCIAL USE

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY

C. ALL OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED, INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

10. _____ HERIBERTO AND DIANA SOLIS _____ THE OWNER & SUBDIVIDER OF SANDRA'S VILLAGE SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT COULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY THE UTILITY COMPANY OCCUPYING THE EASEMENT, BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY IS DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LOT WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE LA JOYA WATER SUPPLY CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S)

15. A 4 FOOT WIDE MINIMUM SIDEWALK IS REQUIRED ALONG MILE 4 NORTH ROAD

16. A 6 FT. BUFFER IS REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL USES/USES AND AN 8 FT MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES

17. THE PROPERTY COVERED BY THIS SUBDIVISION PLAT IS SUBJECT TO THAT ONE CERTAIN COVENENANT AGAINST REAL PROPERTY BETWEEN HERIBERTO AND DIANA SOLIS AND THE CITY OF MCALLEN EXECUTED ON _____ AND RECORDED IN THE FOLLOWING INSTRUMENT _____ OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I/WE, THE UNDERSIGNED, HOLDER(S) (OR DULY AUTHORIZED OFFICERS OF THE HOLDER(S) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE SANDRA'S VILLAGE SUBDIVISION OF THE CITY OF MCALLEN, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATIVE TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN

_____ _____
LONE STAR NATIONAL BANK DATE
BY

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE PERSON(S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20_____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SANDRA'S VILLAGE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY FRONT OF WAY DEPARTMENT ON _____ 20___

_____ _____
HIDALGO COUNTY FRONT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SANDRA'S VILLAGE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON: _____ 20___

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANDRA'S VILLAGE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE



FILED FOR RECORD IN HIDALGO COUNTY, TEXAS
LARIO D. SALDIVAR JR
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER: _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

BIG ENGINEERING
FIRM NO. 6430
6316 N. 10TH ST., BLDG. A, STE. 102
MCALLEN, TEXAS 78504
956-687-1455
956-687-1931 (FAX)

METES AND BOUNDS DESCRIPTION

A 0.87 ACRE TRACT OF LAND BEING THE WEST 157.30 FEET OF THE WEST 314.50 FEET OF THE EAST 544.50 FEET OF THE SOUTH 240.00 OF LOT 376, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

COMMENCING AT THE SOUTH-EAST CORNER OF LOT 376, THENCE WITH THE SOUTH LINE OF SAID LOT, THE CENTERLINE OF MILE 4 NORTH ROAD, NORTH 81 DEGREES, 18 MINUTES, 50 SECONDS WEST, 387.20 FEET TO THE SOUTH-EAST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE, CONTINUING WITH THE SOUTH LINE OF SAID LOT, NORTH 81 DEGREES 18 MINUTES, 50 SECONDS WEST 157.30 FEET TO THE SOUTH-WEST CORNER HEREOF;

THENCE WITH EAST LINE OF LOS TRES REGALOS SUBDIVISION, RECORDED IN VOLUME 33, PAGE 44B OF THE MAP RECORDS OF SAID COUNTY, NORTH 08 DEGREES 41 MINUTES 10 SECONDS EAST, AT 230.0 FEET FOUND A THREE-QUARTER (3/4) INCH DIAMETER IRON PIPE AT THE NORTH RIGHT OF WAY OF MILE 4 NORTH ROAD, AT 240.00 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON PIPE FOUND FOR THE NORTH-WEST CORNER HEREOF;

THENCE, WITH THE SOUTH LINE OF SAID LOS TRES REGALOS SUBDIVISION, SOUTH 81 DEGREES, 18 MINUTES, 50 SECONDS EAST 157.30 FEET TO A THREE-QUARTER (3/4) INCH DIAMETER IRON PIPE FOUND FOR THE NORTH-EAST CORNER HEREOF;

THENCE, SOUTH 08 DEGREES, 41 MINUTES, 10 SECONDS WEST, AT 220.00 FEET PASS A ONE-HALF (1/2) INCH DIAMETER IRON ROD ON THE NORTH RIGHT OF WAY OF SAID ROAD, AT 223.43 FEET FOUND A THREE-QUARTER (3/4) INCH DIAMETER IRON PIPE, AT 240.00 FEET IN ALL TO THE PLACE OF BEGINNING

INDEX TO SHEET OF SANDRAS VILLAGE SUBDIVISION

SHEET 1	PERIMETER, MORE LOCATION MAP AND ETJ, GENERAL NOTES, PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND CERTIFICATE THAT THE PROJECT IS SITUATED, SURVEYOR'S AND ENGINEER'S CERTIFICATION, CITY CERTIFICATE OF PLAT APPROVAL, COUNTY ROAD AND BRIDGE FUND FEE STATEMENT, CERTIFICATE OF APPROVAL, CERTIFICATION, PREPARATION STATEMENTS AND NOTES AND CERTIFICATE OF APPROVAL, LEGAL DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND REGISTERED OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, HCID #1 CERTIFICATION, LIENHOLDERS CERTIFICATION
SHEET 2	WATER & SEWERAGE AND WASTEWATER (USSF) MAIN, ENGINEER'S PREFIX, SEAL/DATE AND SIGNATURE, NOTES TO CONSTRUCTION OF WATER AND WASTE WATER (USSF) AND ENGINEER'S CERTIFICATION, (PROVIDE AND SIGNATURE BLOCK) TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND WHAT IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND CONTOURS, AND ENGINEER'S CERTIFICATION, DETENTION NOTES

AI-35436 **Precinct #1 16. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Commissioner Quintanilla **Submitted By:** Roxanne Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Resolution in honor of Texas State Representative Aaron Pena Jr.

BACKGROUND

Attachments

revised resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/03/2012 11:58 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Roxanne Elizondo Started On: 11/28/2012 08:30 AM

Final Approval Date: 12/14/2012

RESOLUTION
IN HONOR OF STATE REPRESNTATIVE AARON PEÑA, JR.

WHEREAS, Aaron Peña, Jr. has fulfilled five terms of public service to Hidalgo County and the State of Texas, having served as State Representative for House District 40 for 10 years; and

WHEREAS, Peña was raised in Edinburg and graduated from Edinburg High School in 1977, he attended Pan American University before heading to Austin where he received a Bachelor of Arts in political science from the University of Texas in May of 1984. Like his father before him, Peña studied to be a lawyer, receiving his Juris Doctor in May 1987 from Texas Southern University School of Law in Houston. Peña immediately returned to Edinburg to raise his family and to practice law; and

WHEREAS, his passion for law and public service have enabled him to contribute economic growth and prosperity to his hometown community of Edinburg, the Rio Grande Valley, and pass legislation that has impacted Texans across the state; and

WHEREAS, Peña's initial run for public office in 2002 was sparked by the loss of his son John Austin Peña, his goal as a legislator was to open a state operated drug treatment center in South Texas to serve the needs of the community. In 2007, Representative Peña secured funding to bring such a facility to Edinburg and on October 4, 2011, Peña, joined by state, local, and elected officials gave the Key Note Address at the Grand Opening celebration of the John Austin Peña Primary Care and Substance Abuse Treatment Facility, the first of its kind in South Texas; and

WHEREAS, as a legislator, Peña has served as a strong advocate for education, examples of his commitment include legislation that aimed for increases in public school teacher pay. He has also worked to assist in the growth of the University of Texas-Pan American. Peña sponsored legislation to authorize construction of a $25 Million dollar Student Wellness and Recreation Center, a $40 Million dollar Fine Arts Academic and Performance Complex, $5 Million additional dollars for the Regional Academic Health Center at UT - Pan American, as well as continued growth in the university's operating budget, all of which have added a great benefit to the university, Edinburg community, and students; and

WHEREAS, during his terms in office**,** Peña achieved committee chairman status in three sessions, to the House Committee for Criminal Jurisprudence, House Select Committee on Emergency Preparedness, and House Committee on Technology. He has also been assigned to more than 20 committees during his five terms in office; and

WHEREAS, Peña has elected to retire after his ten year service, he looks forward to spending time with his wife Monica Peña and their four children: Adrienne Peña-Garza, Aron Peña, Michael Anthony Peña, Alyssa Peña and his grandchildren.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors State Representative Aaron Peña, Jr. for his outstanding service, dedication, and commitment to the community and citizens of Edinburg, Hidalgo County, the Rio Grande Valley, and the State of Texas.

Dated this 18th day of December, 2012.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-35491 **Precinct #4** **17. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Karina Cardoza, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in Honor of Luis Flores

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2012 01:32 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Karina Cardoza Started On: 11/29/2012 12:26 PM

Final Approval Date: 12/14/2012

AI-35767 **Budget and Management 18. A.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Damaris SanMiguel **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Cost of Living Adjustment (COLA):
1. Discussion, consideration and approval to apply the 3% Cost of Living Adjustment (COLA) for all county employees effective on December 31, 2012 or in the alternative;
2. Discussion, consideration and approval to apply the 3% Cost of Living Adjustment (COLA) for all county employees effective on January 14, 2013 (pay period 3 of year 2013).

BACKGROUND

If COLA is approved effective 12-31-12 it will have an estimated cost of $8,777.68
If COLA is approved effective 1-14-13 (PP #3), the employees will see the increase reflected on the paycheck of 2-8-13.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** CO. WIDE

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

BUDGETARY IMPACT:

If COLA is approved effective 12-31-12 it will have an estimated cost of $8,777.68

If COLA is approved effective 1-14-13 (PP #3), the employees will see the increase reflected on the paycheck of 2-8-13.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/14/2012 08:55 AM
Budget & Management	Obdett Calzada	12/14/2012 09:20 AM
Sylvia Solis	Sylvia Solis	12/14/2012 11:38 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Ivan Cantu Started On: 12/13/2012 03:33 PM

Final Approval Date: 12/14/2012

AI-35672 **Budget and Management 18. B. 1.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defense (1100):
a. Approval of certification of revenues as certified by the Co. Auditor for Indigent Defense Grant#212-10-108 Equalization Disbursement Revenue.
b. Approval of 2012 appropriation of funds into Public Defense in the amount of $467,710.00 to fund legal services expenditures (i.e. attorney vouchers).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Appropriation of funds into Public Defense in the amount of $288,745.00.

Revenue Account# 2-1100-334-00-009-003-0-000 "Indigent Defense Grant #212-10-108"

Attachments

Public Defense appropriation

Cert. of Rev. letter.

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	12/13/2012 10:43 AM
Budget & Management	Obdett Calzada	12/13/2012 11:00 AM
Ivan Cantu	Ivan Cantu	12/14/2012 02:21 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Erika Zamora Started On: 12/10/2012 04:02 PM

Final Approval Date: 12/14/2012

DATE: December 18, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Public Defense

ACCOUNT NUMBER: 2-1100-412-30-115-016-0-333

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 ext. 5416

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
2-1100-412-30-115-016-0- 333	PUBLIC DEFENSE	LEGAL SERVICES	467,710.00
2-1100-334-00-009-003-0- 000	*INDIGENT DEFENSE GRANT #212-10-108*		*467,710.00*
		TOTAL BUDGET INCREASE (DECREASE)	**467,710.00**

REASON: Appropriation of funds from Indigent Defense Grant #212-10-108 revenue account for Equalization Disbursement received in the amount of $467,710.00, refer to receipt #'s 157749 & 159194 dated 7-30-12 & 9-21-12, respectively.

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

December 14, 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 receipt of equalization disbursements from the Texas Indigent Defense Commission. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$467,710.00	Award No. 212-12-108

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/14/12
Date

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Dina Treviño, Assistant Budget Officer

Date: Tuesday, December 11, 2012

Subject: Request for Certification of Revenues-AI 35672

Cc: Sergio Cruz, Budget Officer
Linda Fong, Director, First Assistant Auditor
Becky Luna, Director of Accounting Division

Please be advised that as previously discussed with Mrs. Linda Fong the following revenues were inadvertently left out of the revised revenues submitted to Commissioners' Court on September 04, 2012 (AI#33898) and were to be certified at a later date upon request.

Reference No.	Date	Description	Amount
157749	7/30/2012	FY' 2012 Equalization Disbursement	$288,745.00

In addition an additional Equalization Disbursement has been received since the revised revenues were submitted to Commissioners' Court as follows:

Reference No.	Date	Description	Amount
159194	9/21/2012	FY' 2012 Final Disbursement	$178,965.00

Please let this memo serve as a request for your office to certify the revenues referenced above in the total amount of $467,710.00. An agenda item is currently scheduled for Commissioners' Court approval on 12/18/12 and will require the certification of this revenue.

Attached please find a copy of the agenda item where we are appropriating the revenue into Public Defense to fund Indigent Defense expenditures through year end. I am requesting that your office please forward this document as soon as it is made available so that we may attach to the agenda item.

Thank you for your attention to this time sensitive matter. If you have any questions in relation to this matter, please do not hesitate to call me at (956) 292-7000 Ext. 5405.

Linda Fong

From: Ray Eufracio [ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Friday, July 06, 2012 2:23 PM
To: Aida Salinas-Flores
Cc: 'Jaime Gonzalez'; deborah.fischer@auditor.co.hidalgo.tx.us; 'Marcela "Becky" Luna '; linda.fong@auditor.co.hidalgo.tx.us
Subject: FW: FY2012 Formula Grant Amendment

From: Bryan Wilson [mailto:Bryan.Wilson@txcourts.gov]
Sent: Friday, July 06, 2012 12:21 PM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Subject: FY2012 Formula Grant Amendment

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

Chair:
The Honorable Sharon Keller
Presiding Judge, Court of Criminal Appeals

Vice Chair:
The Honorable Olen Underwood

Ex Officio Members:
Honorable Sharon Keller
Honorable Wallace B. Jefferson
Honorable Roberto Alonzo
Honorable Pete Gallego
Honorable Laura Weiser
Honorable Jeff Wentworth
Honorable John Whitmire

Members Appointed by Governor:
Honorable Jon Burrows
Mr. Knox Fitzpatrick
Mr. Anthony Odiorne
Honorable Sherry Radack
Honorable Olen Underwood
Honorable Laura Weiser
Honorable B. Glen Whitley

Executive Director:
James D. Bethke

July 6, 2012

The Honorable Ramon Garcia
Hidalgo County
Via E-mail: yolanda.chapa@co.hidalgo.tx.us

RE: FY2012 Formula Grant Amendment - Grant Number 212-12-108

Dear Judge Garcia,

The Texas Indigent Defense Commission voted on June 21, 2012 to add funds to the formula grant in the FY2012 Statement of Grant Award by approving the following language:

> *The amount of $288,745 is added to the FY2012 Hidalgo County Formula Grant by the Commission to provide an additional payment under the Equalization Policy.*

The Commission increased the amount to allow implementation of the Equalization Policy. This change to the formula grant in the award statement ensures that the Commission is able to distribute the full amount of funds budgeted. Please keep this amendment letter with your previously issued FY2012 Formula Grant Statement of Grant Award. By statute, these additional funds are to be used for indigent defense services.

If you have any questions or need clarification of the information contained in this letter, please call Bryan Wilson, Grants Administrator at the Commission office, toll free in Texas at (866) 499-0656 or email bryan.wilson@txcourts.gov.

Linda Fong

From: Ray Eufracio [ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Wednesday, September 19, 2012 1:14 PM
To: 'Deborah Fischer'
Cc: 'Ms. Becky Luna'; Fong, Ms. Linda C., First Assistant County Auditor, Hidalgo County Auditor's Office
Subject: FW: FY2012 Equalization 2nd Payment Notice

From: Bryan Wilson [mailto:Bryan.Wilson@txcourts.gov]
Sent: Monday, September 17, 2012 8:08 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Subject: FY2012 Equalization 2nd Payment Notice

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

Chair:
The Honorable Sharon Keller
Presiding Judge, Court of Criminal Appeals

Vice Chair:
The Honorable Olen Underwood

Ex Officio Members:
Honorable Sharon Keller
Honorable Wallace B. Jefferson
Honorable Roberto Alonzo
Honorable Pete Gallego
Honorable Jeff Wentworth
Honorable John Whitmire

Members Appointed by Governor:
Honorable Jon Burrows
Mr. Knox Fitzpatrick
Mr. Anthony Odiorne
Honorable Sherry Radack
Honorable Olen Underwood
Honorable B. Glen Whitley

Executive Director:
James D. Bethke

September 17, 2012

Financial Officer COPY
RE: 2nd Payment and Amendment to the FY2012 Grant Award, Grant Number 212-12-108

The Honorable Ramon Garcia
Hidalgo County Judge
Sent Via E-mail: yolanda.chapa@co.hidalgo.tx.us

Dear Judge Garcia,

To provide additional funds under the formula grant to counties, the Texas Indigent Defense Commission voted on August 20, 2012 to amend the Hidalgo County FY2012 Statement of Grant award. The Commission approved the following change in the formula for Hidalgo County the following phrase is added:

> *The sum of* **$178,965** *is added to the FY12 formula grants by the Commission to provide an additional payment under the Equalization Policy.*

The Commission increased the amount to implement the **Equalization Policy.** This change to the formula grants in the award statement ensures that the Commission is able to distribute the full amount of funds budgeted. By statute, these additional funds are to be used for indigent defense services. We encourage the county to use this money to help pay for something on its indigent defense "wish list" – a project or plan that would have remained unrealized absent this extra funding. This payment will be made soon.

Please keep this amendment letter with your previously issued FY2012 Formula Grant Statement of Grant Award and any amendments that you have received. If you have any questions or need clarification of the information contained in this letter, please call me at the Commission office, toll free in Texas at (866) 499-0656 or email bryan.wilson@txcourts.gov.

Texas Indigent Defense Commission
209 West 14th Street, Room 202 Austin, Texas 78701 www.txcourts.gov/tidc
Phone: 512.936.6994 Fax: 512.463.5724

AI-35672 **Budget and Management 41. A. 0.**

CC REGULAR

Meeting Date: 12/25/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defense (1100):
a. Approval of Certification of Revenues as certified by the County Auditor for Indigent Defense Grant#212-10-108 Equalization Disbursement Revenue. b. Approval of 2012 appropriation of funds into Public Defense in the amount of $467,710.00.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)		
Budget & Management		
Auditor's Office		
Purchasing Department		
Form Started By: Erika Zamora		Started On: 12/10/2012 04:02 PM

Error generating Agenda Item PDF. Error Executing Database Query.

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

December 14, 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 proceeds from the sale of two parcels located in Pct. 3 in the amount of $296,053. 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

12/14/12
Date

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget



Memorandum

JOY

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Tuesday, December 11, 2012

Subject: Sale of Capital Assets Certification of Revenues

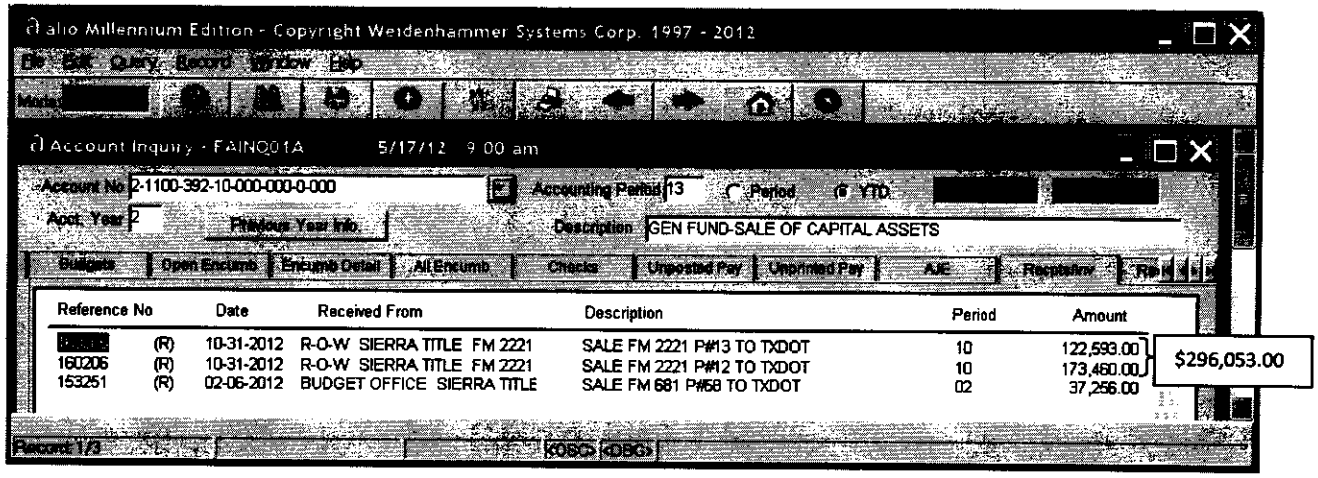
Cc: Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting
Dina Trevino, Assistant Budget Officer
Damaris SanMiguel, Director, Budget Management Division
Rey Salazar, Director, Strategic Planning Division

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to revenues received on October 31, 2012 in the amount of $296,053.00 from the Texas Department of Transportation (TXDOT), refer to receipt #'s 160205 & 160206.

The above mentioned revenues are in reference to the sale of parcels 12 & 13 located in FM 681 (from SH 107 to FM 681 at FM 2221). The sale offer from TXDOT for the aforementioned parcels was approved by Commissioners Court on June 26, 2012 (AI #32881, item 13.B.).

Attached, please find all pertinent documentation in relation to the sale of the above mentioned parcels. These revenues will be appropriated into the Pct. 3 Drainage Improvement Project to fund anticipated capital asset purchases.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.


alio Millennium Edition - Copyright Weidenhammer Systems Corp. 1997 - 2012
File Edit Query Record Window Help
Menu:
Account Inquiry - FAINQ01A 5/17/12 9:00 am
Account No 2-1100-392-10-000-000-0-000
Accounting Period 13
Period
YTD
Acct. Year 2
Previous Year Info.
Description GEN FUND-SALE OF CAPITAL ASSETS
Budgets
Open Encumb
Encumb Detail
All Encumb
Checks
Unposted Pay
Unposted Pay
AJE
Recpts/Inv
Reference No
Date
Received From
Description
Period
Amount
(R) 10-31-2012 R-O-W SIERRA TITLE FM 2221 SALE FM 2221 P#13 TO TXDOT 10 122,593.00
160206 (R) 10-31-2012 R-O-W SIERRA TITLE FM 2221 SALE FM 2221 P#12 TO TXDOT 10 173,460.00
153251 (R) 02-06-2012 BUDGET OFFICE SIERRA TITLE SALE FM 681 P#58 TO TXDOT 02 37,256.00
$296,053.00
Record 1/3
<OSC>
<DBG>

DATE: December 18, 2012

2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

Appropriation/Interfund Transfer

DEPARTMENT NAME: DBM for Pct. 1 Drainage Improvement Proj.

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
2-1200-431-00-123-049-0-	739	Pct. 3 Drain Imprv. Prj.-	Other Structures	296,053.00
2-1200-391-01-000-100-0-	**000**	**Transfers In-**	**General Fund**	**296,053.00**
2-1100-491-01-000-200-0-	**891**	**Transfers Out-**	**R & B Co. Wide**	**296,053.00**
2-1100-392-10-000-000-0-	*000*	*Gen. Fund-*	*Sale of Capital Assets*	*296,053.00*

AI-35604 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Contract #C-12-130A-12-18 with Elite Transportation (bid awarded by CC on 11/27/12) for the provision of: Hidalgo County Dead Body Pickup and Transport Services-RFB No.: 2012-130A-10-03-SMA.

BACKGROUND

Contract document reviewed as to form and signed by Legal Counsel (Josie Ramirez, Asst. DA).

Contract period is from 12-13-12 to 12-12-14 (2 years) with option to extend for 1 additional year with same rates, terms, and conditions.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Funds available as of 12-14-12

2013 Adopted Budget for obj. code 344 "Autopsy Svcs" is $600,000.00

Attachments

Contract

Previous agenda

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2012 01:08 PM
Budget & Management	Obdett Calzada	12/13/2012 02:42 PM
Ivan Cantu	Ivan Cantu	12/14/2012 10:02 AM
Auditor's Office	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Vangie Garcia Started On: 12/06/2012 08:51 AM

Final Approval Date: 12/14/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-130A-12-18

THIS CONTRACT is made and entered into this **18th Day** of **December, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **Elite Transportation** and ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Dead Body Pickup and Transport Services",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (as the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to

any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of two years effective **December 13, 2012** and ending on **December 12, 2014.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process and the County shall have the sole option to extend the Contract on a month to month basis under the same fees, rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first .

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall

contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **INDEMNIFICATION: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING**

FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COMPANY UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE COMPANY, ITS AGENTS OR EMPLOYEES.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: **Elite Transportation**
7608 N. 21st. Street
McAllen, Texas 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with sixty (60) day's written notice prior to cancellation.

15. The contract may be terminated without cause upon sixty (60) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST: By:_____

Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 17, 2012

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids-"Dead Body Pickup and Transport Services"
Bid No: 2012-130A-10-03-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

"Dead Body Pickup and Transport Services"

Bid No: 2012-130A-10-03-SMA

TABLE OF CONTENTS

Item	Description	No. of Pages
1.	**Request for Bid Letter**	1
2.	**Request for Bid, Legal Notice**	8
3.	**Exhibit "A" Specifications/Requirements**	3
4.	**Exhibit "B" Bid Page,**	1
5.	**Exhibit "C" Insurance Requirements**	4
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	1
7.	**Vendor/Bidder Application and W-9 form**	6
8.	**Certification Regarding Debarment**	1
9.	**Draft Service Contract**	9

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

September 17, 2012
Date

Bid No: 2012-130A-10-03-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Dead Body Pickup and Transport Services"

BID OPENING DATE: October 03, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

1. Sealed bids will be received for *"Hidalgo County-Dead Body Pickup and Transport Services"* in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidder's name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: *Bid-2012-130A-10-03-SMA-Hidalgo County-Dead Body Pickup and Transport Services"* and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, *on or before 9:30 A.M., Wednesday, October 03, 2012.*

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO *RFB No.2012-130A-10-03-SMA-"Hidalgo County-Dead Body Pickup and Transport Services"*

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so"

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract Number (if any)
  - d) Notation- *"Hidalgo County-Dead Body Pickup and Transport Services"* Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**October 03, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.
- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good **Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Dead Body Pickup and Transport Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Dead Body Pickup and Transport Services"
RFB No. 2012-130A-10-03-SMA

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the Hidalgo County Morgue Facility at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

a) Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are **not acceptable**. All drivers must possess a current valid Texas driver's license and be properly covered under bidder's insurance.

b) A listing of all drivers will be required to be submitted upon award of contract. Drivers will also be required to read and write the English language. Background Check on all personnel to include driving history utilizing the Texas Department of State Health Service criteria for criminal background checks on EMT/Paramedic personnel require fingerprints through the Fingerprint Applicant Service of Texas (FAST) for Texas/FBI criminal history check. If a driver is found to have a criminal history, an evaluation and determination will be made as to whether or not the County will allow the individual to participate.

c) Transportation of decedent from place of death to the Hidalgo County morgue facility. This includes bodies for autopsy, toxicology only, inquest only and holds only cases. All are to be transported directly to the morgue facility with all paper work.

d) From 6:00 PM to 8:00 AM M-F, on weekends and government holidays, the transport service will log the decedent into the facility, place the decedent in cooler and fax the investigative information sheet, other paperwork and the Justice of the Peace order for autopsy to the contracted forensic pathology service. An investigative information sheet will be filled out by the investigating officer at the scene and transported with the body to the morgue facility.

e) Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor. Vendor must provide a listing of available funeral homes in the area to any family member (if available) of decedent.

f) The successful vendor will be on call twenty-four (24) hours daily, seven (7) days a week, three hundred sixty- five (365) days a year, and will be available to respond within thirty (30) minutes of telephone notification. Decedents are to be directly transported to the morgue facility.

g) The vendor shall provide telephone and pager service and numbers to the appropriate County officials. Any change in telephone numbers, Vendor should immediately notify **the following departments; District Attorney's Office, Purchasing Department, All Law Enforcement Agencies, Hospitals, County Morgue Facility and Contract Forensic Pathologist.**

h) Vendor must provide and maintain a Surety Bond in the amount of $10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the bid award.

i) Vendor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, acquaintances. All communications for services requested of the Vendor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

j) Vendor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).

k) The awarded vendor will be required to be prepared if a "*Mass Casualty*" incident occurs. Vendor must immediately contact Hidalgo County Emergency Management **at 956-289-6549, upon a mass casualty incident**. **Vendor is required to have appropriate personnel and vehicles to respond to mass casualty events and/or occurrences.**

TERMS AND CONDITIONS:

1) Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.

2) Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.

3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4) Hidalgo County has the right to terminate this contract upon giving sixty (60) days written notice of cancellation.

5) Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, September 26, 2012 5:00 p.m.,** Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, September 28, 2012.**

EXHIBIT-"B"

BID PAGE

"Hidalgo County- Dead Body Pickup and Transport Services"

RFB № 2012-130A-10-03-SMA

NIGP COMMODITY CODE: 962-70 Removal and Pickup of Dead Bodies

Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor.

DESCRIPTION	PRICE
Cost for transporting body from location within Hidalgo County to the Hidalgo County Morgue Facility	$_____ per body

LIST VEHICLES TO BE USED FOR TRANSPORT: (include notarized title or notarized copy is acceptable)

Vehicles	YEAR	MAKE	MODEL	VIN No. #
1.				
2.				
3.				
4.				

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B:

INSURER C

INSURER D

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	$ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AUTO ONLY AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE POLICY LIMIT	$ $ $
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Companys obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/0

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | – | | | – | | | | |

or

Employer identification number
| | | – | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____Day of,_____ **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Dead Body Pickup and Transport Services"**, as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (as the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of two years effective_____, **2012** and ending on_____, **2014.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall

DRAFT

comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **INDEMNIFICATION: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COMPANY UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE COMPANY, ITS AGENTS OR EMPLOYEES.**

DRAFT

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with sixty (60) day's written notice prior to cancellation.

DRAFT

15. The contract may be terminated without cause upon sixty (60) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

DRAFT

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

APPROVED BY COMMISSIONES COURT:_____

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT-"B"

BID PAGE

"Hidalgo County- Dead Body Pickup and Transport Services"

RFB № 2012-130A-10-03-SMA

NIGP COMMODITY CODE: 962-70 Removal and Pickup of Dead Bodies

Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor.

DESCRIPTION	PRICE
Cost for transporting body from location within Hidalgo County to the Hidalgo County Morgue Facility	$ 75.00 per body

LIST VEHICLES TO BE USED FOR TRANSPORT: (include notarized title or notarized copy is acceptable)

Vehicles	YEAR	MAKE	MODEL	VIN No. #
1.	2000	Chevy Trk	Suburban	3GNFK16T5YG101433
2.	2001	Chevy Trk	Suburban	1GNEC16T71J231307
3.				
4.				

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

OPENED: 9:43 10-03-12 Witnessed

BIDDER/COMPANY NAME: Elite Transportation

ADDRESS: 1608 N. 21st Street

CITY/STATE/ZIP CODE: McAllen TX 78504

PHONE & FAX NO'S: (956) 874-8971 (956) 381-4117

CELLULAR NO: -Same-

E-MAIL ADDRESS: Elite.transport10@yahoo.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Catalina Lopez

TITLE Owner

EXHIBIT "C"
INSURANCE REQUIREMENTS
INCLUDING BOND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2012

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 SHEPARD, WALTON, KING INS GRP; 121 W PECAN BLVD McALLEN TX 78501-955	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED ELITE TRANSPORTATION CATALINA LOPEZ 7608 N 21ST McAllen TX 78504	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : NATIONAL LIABILITY & FIRE INS. 20052 INSURER B : HALLMARK SPECIALTY INSURANCE COMPANY 26808 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	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			TXG324336	11/14/2012	11/14/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ Not Applicable
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			73APR282828	11/14/2012	11/14/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT 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)

2000 CHEVROLET SUBURBAN #3GNFK16T6G101433
2001 CHEVROLET SUBURBAN #1GNEC16T71J231307

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPT
2812 S BUSINESS HWY 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ELITE-4 OP ID: JG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/12

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

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

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC 956-682-2841 956-630-4015	CONTACT NAME: Cynthia Cabaza, CIC PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: ccabaza@swkins.com
INSURED Elite Transportation 7608 N 21st McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Texas Mutual Insurance Co. — 22945 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	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SBP0001244681	11/20/12	11/20/13	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)
Catalina Lopez, 100% owner is excluded from coverage.

CERTIFICATE HOLDER

HIDCOED

Hidalgo County
Purchasing Department
2812 So. Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Cynthia Cabaza

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

DISHONESTY BOND
(FOR ANY TYPE OF BUSINESS)

Bond No. - LFM0014917

Item 1. Name of Insured: Catalina Lopez DBA Elite Transportation

(the "Insured")

Principal Address: 7608 N. 21st
Mcallen, TX 78504

Item 2. Bond Period: The term of this bond begins with the 30th day of November, 2012, at 12:00 o'clock night, standard time, at the address of the insured given above, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this Bond in its entirety.

Item 3. Limit of liability: $ 10,000.00

I. INSURING AGREEMENT

In consideration of the agreed premium, RLI Insurance Company, an Illinois corporation (the "Company"), hereby agrees to indemnify the Insured, against any loss of money or other property which the Insured shall sustain or for which the Insured shall incur liability to any customer or subscriber of the Insured through any fraudulent or dishonest act or acts committed by any **Employee** or **Employees** of the Insured acting alone or in collusion with others, an amount, not exceeding, in the aggregate, the amount stated in Item 3.

II. DEFINITIONS

Employee. The word **Employee** or **Employees,** as used in this Bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Insured, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the term of this Bond, and whom the Insured compensates by salary, or wages and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

III. GENERAL EXCLUSIONS

A. Acts Committed by You or Your Partners: This Bond will not pay for loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.

B. Indirect Loss: This Bond will not pay for loss that is an indirect result of any act covered by this Bond including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property.

(2) Payment of damages of any type for which you are legally liable; but, we will pay compensatory damages arising directly from a loss covered under this Bond.

(3) Payments of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Bond.

C. **Legal Expenses:** This Bond will not pay for expenses related to any legal action.

IV. EXCLUSIONS

This Bond does not apply to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation. In addition, the Bond does not apply to the defense of any legal proceedings brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceedings whether or not such proceedings results or would result in a loss to the Insured covered by this Bond. In addition, the Company shall not be liable for any costs, fees and other expenses incurred by the Insured in establishing the existence or the amount of loss covered under this Bond.

V. CONDITIONS

A. **Consolidation-Merger.** If any natural persons shall be taken into the regular service of the Insured through merger or consolidation with some other concern, the Insured shall give the Company written notice thereof and shall pay an additional premium on any increase in the number of **Employees** covered under this Bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

B. **Discovery Period.** Loss is covered under this Bond only (a) if sustained through any act or acts committed by any **Employee** of Insured while this Bond is in force as to such Employee, and (b) if discovered no later than one (1) year from the expiration or sooner cancellation of this Bond in its entirety as provided in **Section VI, Cancellation**, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

C. **Fraudulent or Dishonest Act. A Fraudulent or Dishonest Act of an Employee of the insured shall mean an act which is punishable under the criminal code in the jurisdiction within which act occurred, for which said Employee is tried and convicted by a court of proper jurisdiction.**

D. **Limit of Liability Under This Bond and Prior Insurance.** With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in CONDITION C and which occur partly under this Bond and partly under other bonds or policies issued by the Company to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Company under this Bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this Bond on such loss or losses or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

E. **Non-Accumulation of Liability.** Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Company under this Bond shall not be cumulative in amounts from year to year or from period to period.

F. **Salvage.** If the Insured shall sustain any loss or losses covered by this Bond which exceed the amount of coverage provided by this Bond, the Insured shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Company, by whomsoever made, on account of such loss or losses under this Bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the **Employee** causing such loss or losses; and any remainder shall be applied to the reimbursement of the Company.

G. **Prior Fraud, Dishonesty or Cancellation.** No **Employee**, to the best of the knowledge of the Insured, or of any partner or officer thereof not in collusion with such **Employee**, has committed any Fraudulent or Dishonest Act in the service of the Insured or otherwise. If prior to the issuance of this Bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's employees shall have been cancelled as to any of such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employees, or (b) the giving of written notice of cancellation by the Insurer issuing such fidelity insurance, whether the Company or not, and if such employees shall not have been reinstated under the coverage of such fidelity insurance or superseding fidelity insurance, the Company shall not be liable under this Bond on account of such Employees unless the Company shall agree in writing to include such Employees within the coverage of this Bond.

H. **Loss, Notice, Proof, Legal Proceedings.** At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any **Employee** by the Insured, or by any partner or officer thereof not in collusion with such **Employee**, the Insured shall give the Company written notice thereof and within four months after such discovery shall file with the Company affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Company render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this Bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this Bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

I. **Part-Time or Temporary Employees.** The named Insured shall not at any time while this Bond is in force direct any temporary or part time Employee(s) to any subscriber's premises unless such Employee(s) is accompanied by a foreman who is in the regular employ of the Insured.

J. **Valuation - Settlement.** Subject to the applicable Limit of Liability provision we will pay for:

(1) Loss of "money" but only up to and including its face value.

(2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

(a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities;"

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

(i) Value of the "securities" at the close of business on the day the loss was discovered; or

(ii) Limit of liability.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

(a) Actual cash value of the property on the day the loss was discovered;

(b) Cost of repairing the property or "premises;" or

(c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

VI. CANCELLATION

This Bond shall be deemed cancelled as to any **Employee**: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such **Employee**, of any fraudulent or dishonest act on the part of such **Employee**; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Insured or sent by mail. Such date, if the notice be served, shall be not less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. The mailing by the Company of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice.

This Bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Insured upon the Company or by the Company upon the Insured, or sent by mail. Such date, if served by the Company, shall be not less than ten days after such service, or if sent by the Company by mail, not less than fifteen days after the date of mailing. The mailing by the Company of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice. The Company shall refund to the Insured the unearned premium computed pro rata if this Bond is cancelled at the instance of the Company, or at short rates if cancelled or reduced at the instance of the Insured.

Dated this 29th day of November, 2012.





Countersigned

RLI Insurance Company

By _____
Authorized Individual

By _____
Roy C. Die — Vice President

P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company**'s toll free telephone number for information or to make a complaint at (800)645-2402.

You may also write to **RLI Insurance Company** at:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # (309)683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact **RLI Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

RECEIVED
NOV 30 2012
By 10:15 AM

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 27, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present, with the exception of Commissioner Quintanilla. Commissioner Quintanilla joined the meeting shortly after commencement.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

5. Open Forum

-Opal Billman disagreed with the way her property and Court case were handled by the 275th District Court.
-Gil Peñalosa came before the Court to discuss the benefits of having school parks.

6. County Judge's Office:

A. 1. Approval of Interlocal Agreement for services by and between Hidalgo County and the Alliance for Interstate 69 Texas
2. Approval of 2012 annual dues for the Rio Grande Valley Mobility Task Force (I-69 Alliance) in the amount of $7,500.00

NO ACTION taken on items 6.A.1 & 2.

B. Appointment of board member to the South Texas Independent School District Board of Directors

2. Pct. #1 Drainage Improvement Project (1200):
a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement Project labor reimbursements.
b. Approval of 2012 appropriation of funds for the Pct. 1 Drainage Improvement Project (program 052) in the amount of $21,711.40 to fund payroll expenditures.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to approve items 11.E.2.a & b.

Vote: 3 - 0 - Unanimously

12. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 12.A.1 & 2. a, b & c.

3. Presentation of bids received as detailed and attached herein for the purpose of award of bid with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County- Dead Body Pickup and Transport Services - RFB No. 2012-130A-10-03-SMA.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to approve Elite Transportation of McAllen.

Vote: 3 - 0 - Unanimously

4. a. Presentation of Hidalgo County's approved pool of Architects for nomination (by Hidalgo County Commissioners Court)of at least three (3) firms in connection, with the Design and Construction of a New Courthouse Complex and possible Renovation/Additions to Existing Courthouse Facility for Hidalgo County;

1._____

2._____

3._____

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS PALACIOS, the Court made a UNANIMOUS vote of approval to create a pool of eleven Architects (as listed).
Vote : 4 - 0

or in the alternative;

b. Request authority to advertise a Request for Qualification for Professional Architectural Services, in connection with, the Design and Construction of a New Courthouse Complex and possible Renovations/Additions to Existing Courthouse Facility for Hidalgo County.

NO ACTION taken on this item.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval to create the pool and nominate of all eleven (11) Architects as listed.

Vote: 4 - 0 - Unanimously

13. **Closed Session:**

On motion byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval to go into Closed Session.

Vote : 4 - 0

APPROVED

AI-35293 **Purchasing Department** **12. A. 3.**
CC REGULAR
Meeting Date: 11/27/2012
Submitted For: Martha L. Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award of bid with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County- Dead Body Pickup and Transport Services - RFB No. 2012-130A-10-03-SMA.

BACKGROUND

1. Recommended vendor is "Elite Trasportation"

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-080-003-0-344
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Funds in the amount of $10,627.50 available as of 11/21/2012.

Services on an "As Needed Basis"

Attachments

Recommendation, Tabulation & Participation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/21/2012 08:30 AM
Budget & Management	Erika Zamora	11/21/2012 09:28 AM
Sylvia Solis	Sylvia Solis	11/21/2012 03:55 PM
Auditor's Office	Angela Garcia	11/21/2012 04:08 PM

Form Started By: Sandra Montalvo Started On: 11/14/2012 04:59 PM

Final Approval Date: 11/21/2012

AI-35514 **Purchasing Department 19. A. 4.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an amendment to Contract #C-11-201-11-29 with G.A.S. Enterprises Inc. (as approved by cc on 11/29/11) for the Construction Management Services for the "Design and Construction Of A New Constable Building For Precinct No. 1" for the purposes of extending the agreement including the revised "Payment Schedule".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Additional funding pursuant to Budget & Management transferring funds.

Attachments

G.A.S. CONTRACT

Amendment Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2012 05:19 PM
Auditor's Office	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Vangie Garcia Started On: 11/29/2012 05:29 PM

Final Approval Date: 12/14/2012

C-11-201-11-29

AGREEMENT

FOR

CONSTRUCTION MANAGEMENT SERVICES

BETWEEN

G.A.S. ENTERPRISES, INC.

AND

THE COUNTY OF HIDALGO, TEXAS

Project: The Design and Construction of a New Constable Building for Constable Precinct No. 1

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	RELATIONSHIP OF THE PARTIES	3
ARTICLE 3	BASIC SERVICES	4
ARTICLE 4	COMPENSATION	4
ARTICLE 5	DURATION OF BASIC SERVICES	6
ARTICLE 6	OWNER'S RESPONSIBILITIES	7
ARTICLE 7	CHANGES IN SERVICE AND PROJECT SCOPE	9
ARTICLE 8	NOTICES	10
ARTICLE 9	INSURANCE	10
ARTICLE 10	INDEMNIFICATION	11
ARTICLE 11	TERMINATION AND SUSPENSION	12
ARTICLE 12	SUCCESSORS/ASSIGNMENT/THIRD PARTIES	14
ARTICLE 13	CERTIFICATES FOR PAYMENT TO THE CONTRACTOR	14
ARTICLE 14	ADDITIONAL PROVISIONS	15
ATTACHMENT A	SCOPE OF SERVICES	19
ATTACHMENT B	ADDITIONAL SERVICES COMPENSATION	27
ATTACHMENT C	CONSULTANT E.E.O.C. AFFIDAVIT	29
ATTACHMENT D	SCHEDULE OF DIRECT EXPENSES	30
ATTACHMENT E	PAYMENT SCHEDULE	32

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
BETWEEN
THE COUNTY OF HIDALGO, TEXAS
AND
G.A.S. ENTERPRISES, INC.

This AGREEMENT (the "Agreement") made this **29th** day of **November, 2011,** between the County of Hidalgo, Texas (the "Owner") and G.A.S. Enterprises, Inc. (hereinafter "Construction Manager" or "PM") for Services in connection with the project known as "**The Design and Construction of a New Constable Building"** (the "Project").

ARTICLE 1
DEFINITIONS

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

1.1 ADDITIONAL SERVICES. "Additional Services" means services not included in Basic Services, the performance of which by the Construction Manager is specifically approved in writing prior to the performance by the Construction Manager of such Service.

1.2 ADDITIONAL SERVICES AGREEMENTS. "Additional Services Agreements" means any written agreement signed by Owner and PM for the provision of Additional Services by PM for which PM will be paid Additional Services Compensation.

1.3 ADDITIONAL SERVICES COMPENSATION. "Additional Services Compensation" means the fees determined in accordance with Additional Service Agreements to be paid by the Owner to the Construction Manager in connection with the performance of Additional Services or on account of the occurrence of an event specified in Excusable Delays.

1.4 AGREEMENT. "Agreement" has the meaning set forth in the introductory paragraph.

1.5 AIA CONTRACT. "AIA Contract" means that certain AIA B101 2007 Agreement between Owner and **Alcocer Garcia Associates** and AIA 201-2007 General Conditions Of The Contract For Construction, made as of the 8th day of February, 2011, for architect's services for the Project, including the exhibits attached thereto, as such agreement may be amended from time to time.

1.6 BASIC SERVICES. "Basic Services" means (a) the services set forth in Attachment A and (b) each other service performed by or on behalf of the Construction Manager, even though such service is not included on Attachment A, which Service the

Owner did not specifically approve in writing as an Additional Service in advance of performance of such Service.

1.7 BASIC SERVICES COMPENSATION. "Basic Services Compensation" means the lump sum fee designated in Article 4 to be paid by the Owner to the Construction Manager for the satisfactory performance of all of the Basic Services by the Construction Manager.

1.8 CONSTRUCTION CONTRACT DOCUMENTS. "Construction Contract Documents" means the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible with this Agreement.

1.9 CONSTRUCTION MANAGER. "Construction Manager" has the meaning set forth in the introductory paragraph.

1.10 CONTRACTOR. "Contractor" means any person or entity that enters into an agreement with the Owner to perform all or part of the construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" includes the authorized representative or a Contractor, but excludes the Construction Manager and the Design Consultant.

1.11 DESIGN CONSULTANT. "Design Consultant" means the architect designated pursuant to the AIA Contract, and any substitute selected by the Owner.

1.12 INDEMNITEES. "Indemnitees" has the meaning set forth in Section 10.1.

1.13 INDEMNITORS. "Indemnitors" has the meaning set forth in Section 10.1.

1.14 LIABILITIES. "Liabilities" has the meaning set forth in Section 10.1.

1.15 OWNER. "Owner" has the meaning set forth in the introductory paragraph.

1.16 OWNER-CONTRACTOR AGREEMENT. "Owner-Contractor Agreement" means an agreement related to the Project between the Owner and a Contractor.

1.17 OWNER'S DESIGNEE. "Owner's Designee" means the Hidalgo County Commissioner's Court.

1.18 PM. "PM" has the meaning set forth in the introductory paragraph.

1.19 PROJECT. "Project" means the design and construction of a new constable building for Hidalgo County Constable Precinct No. 1, which will consist of approximately 4245 square feet.

1.20 PROJECT SCOPE. The "Project Scope" is the provision of construction management services for the Project.

1.21 REIMBURSABLE EXPENSES. "Reimbursable Expenses" has the meaning set forth in Section 7.4.

1.22 SERVICES. "Services" means the Basic Services and Additional Services.

1.23 WORK. The "Work" means the work to be performed by the PM hereunder, consisting of the Basic Services and the Additional Services and the work performed by the Design Consultant and the Contract.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

2.1 REPRESENTATIVE OF OWNER. The Construction Manager shall act as the "Designated Representative" of the Owner under the AIA Contract in consultation with the Hidalgo County Commissioner's Court, and Hidalgo County Precinct One Commissioner Joel Quintanilla and Constable Precinct One Celestino Avila as "Point of Contact" as approved by Commissioners Court on August 9, 2011. Notwithstanding anything to the contrary contained herein, PM acknowledges and agrees that neither it nor the Point of Contacts have the authority to bind the Owner, including with respect to the AIA Contract or Owner-Contractor Agreements and that decisions affecting the cost, quality or design of the Project cannot be made by the PM without the prior written agreement from the Commissioner's Court. All matters requiring decision will be submitted by the Construction Manager to the Commissioner's Court for their decision.

2.2 STANDARD OF CARE. The Construction Manager will serve as a fiduciary of the Owner and will represent the best interest of the Owner and the utmost good faith, honesty and fairness as required by statute. The Construction Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of construction management practice in the same or similar locality and in accordance with the federal, state and local laws, regulations and Owner's policies which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term thereof. The Construction Manager shall not be regarded as a guarantor with respect to any work product provided hereunder. Construction Manager's warranty for its Services begins on the date specified in the certificate of substantial completion of the Project, and extends for a period of twelve months thereafter. In the event there is a defect in the Construction Manager's Services and such defect is reported by Owner, in writing, within the above warranty period, Construction Manager shall promptly take appropriate action to remedy the defect and furnish at no cost to Owner all Services required in connection therewith.

2.3 In providing Services, the Construction Manager shall maintain a work relationship with the Contractor and Design Consultant on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the Construction Manager supplants or assumes any of the Contractor's or the Design Consultant's contractual or customarily assumed responsibilities unless expressly provided herein or in an Additional Services Agreement. The Construction Manager will use its best efforts to monitor the Work in accordance with the Scope of Services set forth in Attachment A and provide written reports to Owner of any inadequacies observed. Subject to this requirement, the Construction Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Project (unless otherwise specified as a Basic Service); acts or omissions of the Design Consultant; or adequacy or accuracy of any part or all of the Project design.

2.4 Both parties to this Agreement recognize that performance under the agreement(s) between the Owner and the Contractor, the Owner and the Design Consultant, or Owner and any third party is solely the responsibility of the individual Contractor, Design Consultant, or third party; consequently, nothing in this Agreement shall be construed to mean that said performance or lack thereof by Owner, Contractor and/or Design Consultant, or any third party, is in any way to be considered the responsibility of the Construction Manager. The Construction Manager shall, however, promptly notify the Owner of any issues with such parties performance of which the Construction Manager becomes aware.

2.5 SUBSTITUTION OF PERSONNEL. The Construction Manager and the Owner shall each respectively reserve the right to substitute duly qualified personnel for the purpose of carrying out their respective responsibilities under this Agreement; provided, however, that in the event of any such substitution by the Construction Manager, the Owner shall have the right to approve any such substitute.

ARTICLE 3
BASIC SERVICES

3.1 The Construction Manager shall perform all of the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Construction Contract Documents.

ARTICLE 4
COMPENSATION

4.1 BASIC SERVICES COMPENSATION. The Owner shall pay the Construction Manager Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

4.2 (a) The Basic Services Compensation shall be six percent (6%) of the lesser of (1) final cost of construction of the Project and (2) Six Hundred Fifty Three Thousand Seven Hundred Thirty Dollars ($653,730.00). Accordingly, the Basic Services Compensation will not exceed Thirty Nine Thousand Two Hundred Twenty Three and eighty cents ($39,223.80) regardless of the final budget for the Project.

(b) The projected schedule for payment of the Basic Services Compensation is set forth in Attachment E. The parties acknowledge that if the Work is performed more slowly than currently anticipated, the schedule will be revised to provide for equal monthly payments over the duration of the project timeline as established by the Owner. At the satisfactory completion of the all Basic Services, the total payments paid to the Construction Manager shall equal the Basic Services Compensation. No payment shall be due prior to receipt of the applicable invoice pursuant to section 4.3 below.

(c) The Owner reserves the right to add other work to the Scope of Services of the Construction Manager hereunder, and adjust the fees of this Agreement by a reasonable amount, which shall be agreed to in written by the Owner and the Construction Manager.

4.3 INVOICES. No more than monthly, the Construction Manager shall submit invoices to the Owner, to the attention of the Owner's Designee, for payment of the Basic Services Compensation and any approved Additional Services. The Owner shall notify the Construction Manager of any dispute related to the invoice.

4.4 PAYMENTS WITHHELD. There are no monies related to retainage under this contract with the Construction Managers Services.

4.5 PAYMENT. The Owner shall pay all undisputed amounts and invoices to Construction Manager pursuant to this Agreement within 30 days after receipt of the invoice.

4.6 CONDITIONS FOR BASIC SERVICES COMPENSATION. The general Project Scope is described in this Agreement. So long as there is no deviation in the Project Scope, the Basic Service fee shall not change. If there is a deviation that results in an increase in the final cost of construction, the Basic Services Compensation shall increase in accordance with Section 4.1(a), subject to the prior written agreement of the Owner thereto.

4.7 EXPENSES. The Construction Manager's monthly invoice shall include a portion of the Construction Managers expense items that are payable by the Owner as set forth in Attachment D that were incurred by the Construction Manager on the Owner's behalf. Items provided by Owner at no expense to the Construction Manager are referenced in Attachment D as provided "By Owner". The Construction Manager acknowledges and

agrees that any such expenses payable by Owner must be included in the construction budget and are subject to Owner's prior written approval before the Construction Manager incurs any such expense.

4.8 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be determined and paid in accordance with the provisions of Attachment B.

4.9 SUSPENSION OF SERVICES. In the event any undisputed invoice submitted by the Construction Manager for Services rendered is not paid within 60 days after receipt of the invoice, the Construction Manager shall have the right to cease or suspend all performance required under this Agreement until all outstanding undisputed invoices from the Construction Manager to the Owner are paid in full. Notwithstanding anything herein to the contrary, suspension of Services by the Construction Manager shall not be deemed a breach of this Agreement in whole or in part or the fault of the Construction Manager.

If the Construction Manager ceases or suspends performance for non-payment under this Agreement, the Construction Manager shall not be liable to the Owner for any increase in construction or other costs, for delay in the time for completion of the Program, or for any other adverse consequences, claims, liabilities or expenses (including without limitation reasonable attorney's fees and court costs) which may arise due to the exercise of this right to cease or suspend performance.

In the event of suspension of Services under this Agreement, the duration of Services and Phases shall be extended by a period of time corresponding with the period for which Services were suspended.

ARTICLE 5
DURATION OF BASIC SERVICES

5.1 TOTAL DURATION OF BASIC SERVICES. The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties. It is currently anticipated that the Services will be completed in fifty-two weeks from the execution of the Contract between the Owner and the Design Consultant for the project. The parties acknowledge that this estimate may change based on subsequent revision to the project timeline. If design delays, construction delays, or other factors beyond the control of the Construction Manager cause the duration of the Project to extend beyond the anticipated duration shown in the Project timeline, the staffing required for the extended duration will be considered as an Additional Service, subject to the following limitation: Additional Services Compensation will only be due to the PM with the prior written agreement of the Owner and only to the extent the late completion of the Work is not the fault of the PM and is instead the fault of the architect or general contractor.

5.2 The duration of the Basic Services set forth in this Agreement shall be extended as required in accordance with amendments to this Agreement signed by the parties hereto in the event of any suspension, delay or interruption of the Services or the Work on the Project pursuant to the Project time line.

ARTICLE 6
OWNER'S RESPONSIBILITIES

6.1 OWNER'S DECISIONS. The Owner shall examine information submitted by the Construction Manager and shall render decisions pertaining thereto promptly, in order to avoid delay in the progress of the Work and Services The Construction Manager acknowledges that the Owner is a political subdivision of the state of Texas, subject to statutory requirements concerning when and how it may meet and act.

6.2 INFORMATION, SURVEYS, REPORTS. The Owner, after notice from the Design Consultant, shall furnish or obtain site information, soil and surveyor services, and structural, mechanical, chemical, electrical, conductivity and other laboratory tests, inspections and reports as deemed necessary by the Owner. The Construction Manager shall be entitled to relay upon accuracy and completeness of information, surveys, tests, and reports furnished by the Owner, its Design Consultant, other consultants of the Owner and the Contractor; provided, however, that the Construction Manager shall promptly notify the Owner of any inaccuracies or lack of completeness of which it becomes aware.

6.3 NOTICE OF FAULT OR DEFECT. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Construction Contract Documents prompt written notice thereof shall be given to the Construction Manager to resolve with the responsible party. The Construction Manager will notify the Owner of any such fault or defect of which it becomes aware and shall resolve such issues with the responsible party.

6.4 OWNER INFORMATION AND APPROVALS. The Owner shall furnish required information and approvals for orderly progress of the Work. If the Construction Manager knows of a particular item on which a decision, information or approval is needed from the Owner, Construction Manager shall notify the Owner of that need in writing.

6.5 DESIGN CONSULTANT AGREEMENT. The Owner has retained and contracted separately with the Design Consultant through the AIA Contract. The Construction Manager shall promptly notify the Owner of any irreconcilable inconsistency between the AIA Contract and this Agreement.

6.6 BUDGET. The Project budget shall be established by the Owner.

6.7 CONTRACTOR AGREEMENT. The Owner shall contract separately with Contractor(s) for the construction of the Project. The Owner shall cause all Agreements between the Owner and Contractors to be compatible and consistent with this Agreement, and such agreements shall recognize the Construction Manager as the Owner's agent, subject to the limitations on the Construction Manager's authority as set forth herein, in providing the Services under this Agreement. In addition to other provisions which require the Contractor to complete the Project within the time and contract amount stated in such Agreements.

6.8 CONSTRUCTION CONTRACT DOCUMENTS. Sufficient copies of Construction Contract Documents shall be furnished to the Construction Manager by the Owner by the Owner's expense.

6.9 PERMITS AND LICENSES. The Construction Manager shall not be obligated to pay for any necessary permits, license, fees, approvals, easements, assessments, re-inspect, plan review and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, or new facilities unless included in an Additional Services Agreement.

6.10 PROJECT COMMUNICATION. The Owner shall direct the Design Consultant(s) and General Contractors to deliver a copy of all Project information or communication to the Construction Manager.

6.11 The Owner's Designee shall act in the Owner's behalf with respect to the Project. The Owner shall make representatives reasonably available during regular working hours as reasonably necessary to examine information submitted by Construction Manager; it being understood that only Commissioner's Court may render decisions. Owner shall cause its representatives to furnish information in a reasonably timely manner. *Construction Manager acknowledges that the Owner is a public body and decisions of the Owner can only be made by the Commissioner's Court, and agrees this provision does not require the Owner's representative to make decisions, which are reserved for the Commissioner's Court.*

6.12 CONSTRUCTION MANAGER FIELD OFFICE (not applicable).

6.13 Additional Disclosures: Owner has disclosed to PM (1) the Project budget (2) the Project timeline and (3) the Project Scope, and will keep the PM apprised of any material changes thereto.

6.14 Document Control License: The Owner may subscribe for the usage of a document control license through Prodigy Construction Management, as per Attachment D, through an Additional Services Agreement. PM acknowledges that the Owner does not currently intend to subscribe for any such license.

ARTICLE 7
CHANGES IN SERVICE AND PROJECT

7.1 CHANGES WITHIN THE GENERAL SCOPE OF PROJECT. The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Project. PM acknowledges that change orders to the construction contracts, additional services under the design contracts, and changes in the general Project which do not result in a substantial deviation in the Project Scope are to be expected, and do not result in changes to the Basic Services Compensation hereunder. When there is a substantial deviation from the Project Scope from that shown on Section 1.1, it may result in an increase or decrease in Basic Services Compensation as provided in Section 4.1

7.2 EXTENSION OF DURATION OF BASIC SERVICES AND PHASES; ADDITIONAL SERVICES. Should a substantial extension of the Project timeline occur through no fault of the Construction Manager, which extension is not expected to result in an increase in the Basic Services Compensation, the parties shall negotiate in advance concerning whether entry into an Additional Services Agreement to provide for Additional Services Compensation for the Construction Manager for the performance by the Construction Manager of Additional Services.

7.3 ADDITIONAL SERVICES COMPENSATION. The amount of Additional Services Compensation to be paid to the Construction Manager with respect to Additional Services shall be set forth in an advance in a written ADDITIONAL SERVICES AGREEMENT executed by the Owner and the Construction Manager. In the event an Additional Services Agreement is entered into by the Owner and Construction Manager without specifying the Additional Services Compensation to be paid with respect thereto, the Additional Services Compensation shall be determined on a time-spent basis calculated by multiplying the number of hours spent on performing the Additional services times the applicable Hourly Billing Rate for the personnel set forth on Attachment A plus Reimbursable Expenses pursuant to Attachment B.

7.4 REIMBURSABLE EXPENSES. In connection with Additional Services, "Reimbursable Expenses' are those actual expenditures made by the Project Management, its employees, or its professional consultants, directly as a result of performance of Additional Services and which are expressly set forth as Reimbursable Expenses on the related Additional Services Agreement. No reimbursable expenses shall be chargeable to the Owner unless such costs are specifically agreed in writing between Owner and the Construction Manager prior to performance of Additional Services.

7.5 PROFESSIONAL CONSULTANTS. Cost of professional consultants retained by the Construction Manager with regard to such Additional Services shall be invoiced to the Owner without a surcharge. No professional consultant charges are chargeable unless

specifically agreed to in writing in the related Additional Services Agreement by Owner prior to performance of any Additional Services.

7.6 PAYMENT FOR SERVICES UNDER THIS ARTICLE. The Construction Manager shall submit invoices for the Additional Services Compensation, reimbursable Expenses, and professional consultant's costs to the extent each is allowed in accordance with the terms of this Agreement, which shall be paid pursuant to the provisions of Attachment B of this Agreement.

ARTICLE 8
NOTICES

8.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

Owner:	County of Hidalgo
Attn:	Hidalgo County Judge
Address:	1615 S. Closner, Ste. J
City, State & Zip:	Edinburg, Texas 78539-3523

Company:	G.A.S. Enterprises, Inc.
Construction Manager:	Rene Salinas, President
Address:	P.O. Box 309
City, State & Zip:	Elsa, Texas 78543
Telephone:	(956) 262-7107

ARTICLE 9
INSURANCE

9.1 CONSTRUCTION MANAGER INSURANCE. The Construction Manager shall purchase and maintain for the duration of this Agreement insurance for protection from (a) claims under worker's compensation acts in at least the minimum statutory amounts as listed below and (b) claims resulting from negligent acts for which the Construction Manager is legally liable arising from (i) claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or any other person and (ii) claims for damages because of injury to or destruction of tangible personal property equivalent protection acceptable to Owner.

1. Worker's Compensation
   1. State Statutory
   2. Employer's Liability; $100,000 Each Occurrence

2. Automobile Liability
   1.) Bodily Injury
      a. Each Person, $500,000
      b. Each Occurrence, $500,000
   2) Property Damage
      a. Each Occurrence, $300,000
      b. Each Occurrence, $300,000

3. General Liability $1,000,000 Each Occurrence

ARTICLE 10
INDEMNIFICATION

10.1 INDEMNIFICATION. To the fullest extent permitted by applicable law, the Construction Manager and its agents, partners, sub-contractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend, and hold harmless the Owner and the Owner's elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, cause of action, suits, judgments and expenses, including attorney fees and expenses, of any nature, kind or description (collectively "Liabilities") whatsoever arising out of, caused by or resulting from the performance of the Construction Manager's Services or through activities or any negligent act or omission of the Indemnitors or any of their agents, partners, subcontractors and/or consultants performed under this Agreement, or from any breach of this Agreement by any of the Indemnitors.

10.2 ACTS AND OMISSIONS. The Construction Manager shall not be responsible for any portion of the Liability proximately caused by the Owner's or an unrelated third party's acts or omissions. Nothing in this paragraph shall be constructed to excuse the Construction Manager from liability for its or the other Indemnitors own acts or omissions. Owner agrees that in new contracts for the Project with engineers, contractors, sub-contractors, and suppliers that the Owner will use reasonable efforts to obtain in such agreements obligations for the other party thereto to defend and indemnify Construction Manager against such other party's acts and to add Construction Manager as an additional insured to each such party's insurance policies, in the same manner and the same form, if any, that the Owner requires for itself from such parties.

10.3 EXCUSABLE DELAY. The Construction Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable control and or without their fault or negligence, including but not limited to any of the following events or occurrences; fire, flood, earthquake, epidemic, hurricanes, archaeological finds, war and strikes.

10.4 SURVIVAL OF INDEMNITIES. Indemnity hereunder shall survive expiration or termination of this Agreement.

ARTICLE 11
TERMINATION AND SUSPENSION

11.1 TERMINATION. This Agreement may be terminated by Owner without cause upon 30 days written notice to the Construction Manager.

11.2 This Agreement may be terminated by either party with cause hereto upon seven (7) days written notice and a reasonable opportunity to cure (which shall be deemed to be such seven (7) day period unless the parties otherwise agree in writing), should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party, or if the Project in whole or substantial part is abandoned or stopped for a period of sixty (60) or more days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making material unavailable, provided that if the Project Scope as a whole is terminated as a time when one or more sub-project if required to do so by the Owner.

11.3 In the event of a termination under 11.1 or 11.2, the Construction Manager shall be paid only any Basic Services Compensation and Additional Services Compensation for Services performed to the date of termination or abandonment, including any expenses and services of professional consultants then due and payable under this Agreement.

11.4 SUSPENSION. The Owner may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work on the Project for sixty (60) day period for the convenience of the Owner, or because of events beyond the control of the Owner or the Construction Manager.

11.5 In the event the Work on the Project is suspended, delayed or interrupted pursuant to section 11.14 , the parties may agree to Additional Services Compensation pursuant to section 7.2 above, and in the event such agreement is reached, unless otherwise set forth in the applicable Additional Services Agreement, the terms shall be as follow: for the first twenty (20) work days of such suspension, delay or interruption Owner shall compensate the Construction Manager on a time spent basis deemed to consist of eight hours a day for each of the Construction Manager's site and office personnel exclusive involved in the Project immediately prior to such suspension, delay or interruption and who are both are not reassigned to other projects and remain in the full-time employment of the Construction Manager, multiplied by the applicable hourly rate for such personnel set forth on Attachment A, plus Reimbursable Expenses pursuant to Attachment B. Construction Manager will not receive compensation according to the fee schedule set out in Attachment E during such suspension period. Such amounts shall be invoiced to the Owner and paid by the Owner pursuant to the provisions of Article 4 of the

Agreement. Any time after the sixty (60) day suspension period, Construction Manager may, at its sole option elect to terminate this Agreement or remobilize on the Project and resume the Services. The Construction Manager shall restore construction site personnel and office personnel to its former size as quickly as is reasonable feasible upon its election to remobilize.

11.6 SUSPENSION OF WORK WHERE ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIAL IS FOUND.

The Construction Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In the event the Construction Manager or any Contractor encounters on the Project site material reasonably believed to be asbestos, PCB or any toxic or material which has not been rendered harmless and which is not part of the Work to be performed by the Contractor on the Project, the Construction Manager shall immediately stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected area shall not thereafter resume except by written agreement of the Owner and the Construction Manager if in fact the material is asbestos, PCB or any toxic or hazardous material and has not been rendered harmless. The Work in the affected area shall resume in the absence of asbestos, PCB or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Construction Management.

The Owner shall not require the Construction Manager without its consent to perform any Services related to asbestos, PCB or any other toxic or hazardous material.

In the event of any suspension, delay or interruption of any or all the Work on the Project pursuant to this section, the time for the completion of Basic Services shall be extended by a period of time corresponding to the impact such suspension has in the completion of all the Work of the Project covered by this Agreement, and the Construction Manager may be entitled to receive Additional Services Compensation in accordance with Section 7.2.

11.7 EFFECT OF DELAY OR SUSPENSION. A suspension, delay or interruption of the Work on the Project shall not terminate nor void this Agreement.

ARTICLE 12
SUCCESSORS/ASSIGNMENT/THIRD PARTIES

12.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Owner, as well as the permitted assigns of Construction Manager.

12.2 ASSIGNMENT. Neither the Owner nor the Construction Manager shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

12.3 THIRD PARTIES. This Agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between the Construction Manager and any other third party, including but not limited to the Design Consultant and the Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

ARTICLE 13
CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

Based upon observations at the site and upon the Contractor's applications for payment, the Construction Manager, within 14 days of receipt of the Contractor's application for payment (or such shorter period as reasonably required due to the requirements of the related Owner-Contractor Agreement) shall determine the amount owing to each Contractor pursuant to the terms of the respective Owner-Contractor Agreement, and shall issue certificates for payment to the Contractor in such amount. The Construction Manager shall consult with the Design Consultant in the determination of the amount due to the Contractor. The Construction Manager and the Design Consultant shall sign the certificates for payment prior to the time they are transmitted to the Owner by the Construction Manager. The signing of a certificate for payment by the Construction Manager shall constitute representation by the Construction Manager to the Owner based on the Construction Manager's observations at the site pursuant to this Agreement, the data comprising the application for payment, and information supplied by the Design Consultant, that the Work has progressed to the point indicated, and that after due inquiry to the best of the Construction Manager's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to an evaluation of the Work for conformance with the Construction Contract Documents upon Substantial Completion, the results of any subsequent test required or performed under the Construction Contract Documents, minor deviations from the Construction Contract Documents correctable without cost to Owner prior to completion, and any specific qualifications stated in the certificate for payment) and the respective Owner-Contractor Agreement, and that the Contractor is entitled to payment in the amount certified. However, by signing a certificate for payment, the Construction

Manager shall not hereby be deemed to represent that the Construction Manager has made exhaustive or continuous on-site inspections to check the quality of the work or that Construction Manager has reviewed the construction means, methods, techniques, sequences or procedures, or that the Construction Manager has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the construction contract sum.

ARTICLE 14
ADDITIONAL PROVISIONS

14.1 MEDIATION. Resolution of any dispute arising under this Agreement between the Owner and Contractor may first be attempted by submitting the dispute to non-binding mediation. The dispute may be submitted to non-binding mediation upon the written demand of either party with the consent of the other party. The non-binding mediation shall be held in Hidalgo County, Texas, at a location agreed to by the parties. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party, and absent such agreement, mediation shall not occur. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator's fee and associated costs. Mediation of any dispute shall not be a condition precedent to filing a lawsuit, including seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

14.2 ARBITRATION. It was the express of the parties hereto to delete any and all provisions regarding, in any form, or rules pertaining to Arbitration.

14.3 CONFIDENTIALITY. In order for the Construction Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the Owner to disclose to the Construction Manager confidential and proprietary information and trade secrets pertaining to the Owner's past, present, or future activities. The Construction Manager hereby agrees to treat information which has been designated to the Construction Manager by the Owner in writing as being confidential and proprietary information or trade secrets in confidential manner. The Construction Manager further agrees that it will not disclose any such information so designated to anyone outside of the Owner at any time. The terms of this Article shall not apply to (a) information which at the time of disclosure is in the public domain or which subsequent to disclosure enters the public domain except by breach of this Agreement by Construction Manager, (b) information which Construction Manager can show by competent proof was in its possession prior to Owner's disclosure of such information to Construction Manager, or (c) information which Construction Manager received from third parties in the absence of a confidentiality agreement thereon.

14.4 DOCUMENTS AND RECORDS. Upon termination or expiration of this Agreement, the Construction Manager shall, upon written request from the Owner, return to the Owner all documents and records provided by the Owner that are in the Construction Manager's possession or control and shall deliver all Project files maintained by the Construction Manager for the Project. However, the Construction Manager shall be allowed to make copies of all such documents, records, information and material.

14.5 Construction Manager's liability arising in any way out of the provision of Services under this Agreement shall be limited to and in no event shall exceed the limits of the General Liability coverage, regardless of the cause, including the fault, breach of contract, tort, strict liability or otherwise of Construction Manager.

14.6 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

14.7 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No part of the proposal for this work from the Construction Manager is part of this Agreement.

14.8 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

14.9 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity , illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.10 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

14.11 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

14.12 INTERPRETATION OF CERTAIN WORDS. For the purposes of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

14.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, which shall constitute one and the same instrument.

14.14 CONFLICT AMONG CONTRACTORS. In the event of any conflict between the terms and provisions of this Agreement and the AIA Contract and/or the Owner-Contractor Agreement, the Owner shall determine the order of priority of the terms and provisions of the various agreements.

14.15 NON-DISCRIMINATION. By the signing of this Agreement, the Construction Manager certifies that it complies with all applicable laws concerning equal opportunity and non-discrimination and that it does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintain.

14.16 E.E.O.C. AFFIDAVIT. The Construction Manager and all of its consultants agree to submit to the Owner, prior to performance of any Services, an affidavit in the form prescribed at Attachment C.

14.17 Construction Manager will conduct its business on this Agreement in accordance with all Minority and Women Business Enterprises policies of the Owner as of the date of the Contract, and as amended during the course of the Work for work going forward from the time of any amendment.

14.18 COMMITMENT OF CURRENT REVENUES ONLY. In the event that, during the term, hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Owner agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE FOLLOWS]

This Agreement executed the day and year first written above.

Owner:

The County of Hidalgo

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11/29/11 RO

Attest:

By: _____
Arturo Guajardo Jr., County Clerk

Approved as to form:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Project Manager:

G.A.S. Enterprises, Inc.

By: _____
Rene Salinas – President
G.A.S. Enterprises, Inc.

APPROVED BY COMMISSIONERS COURT: **NOVEMBER 29, 2011**

ATTACHMENT A
SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT

Construction Manager Services are listed below.

I. PROJECT PLANNING AND MANAGEMENT

a) Construction Manager Implementation Plan: PM will work with Owner to prepare a comprehensive Construction Manager Implementation Plan, which will include:

- Identification of the Owner's overall objectives.
- Project policies necessary to manage to the desired outcome.
- Overall Master Project Schedule including the phasing, sequencing and packaging of design, consulting, equipment or construction contracts so that the work meets the capacity of the design and construction community.
- Overall Project Budget including both soft and hard costs.
- Procurement techniques and forms of contract that can be utilized for the delivery of the Project.
- Project Organization Chart including integration of Construction Manager Services with other related services including design services, FF&E procurement and installation (if necessary), operations & maintenance, technology design and installation, etc.

b) Construction Manager Procedures: Construction Manager will prepare Construction Manager Procedures that:

- Establishes procedures for communication among the Project participants.
- Describes roles and responsibilities for all of the key players in the Project participants.
- Presents administrative procedures for pre-design, design, procurement, construction and post construction services
- Are aligned with Owner goals.

c) Architect-Engineer Selection (PARAGRAPH DELETED)

d) Information and Control System: Construction Manager will establish and implement a Construction Manager information and control system for expediting and processing requests for information; shop drawings, material, equipment, and sample submittals,; contract adjustments; change orders; payment requests and the maintenance of logs.

e) Project Budgeting and Cost Management: Construction Manager will prepare a Conceptual Project Budget based on information from Owner. The Project Budget will identify all sources of potential funding, and will account for all Project expenses.

Construction Manager will develop and implement an effective system to assist Owner in the management of Project costs. In developing and implementing this system, Construction Manager will collect budget information for the Project related soft and hard costs, including design costs, construction costs and other related costs; recommend adjustments as necessary and provide input to Construction Manager's computerized cost reporting system. Cost reports will be updated monthly as commitments are made and costs are incurred and incorporated into the monthly report. Any budget adjustments must be approved by the Owner in writing. Construction Manager will record documentation of the change, and transfer of funds.

f) Master Project Schedule: Construction Manager will, working with other Project participants, prepare an overall "Master Project Schedule" showing duration and precedence for major design, bidding, construction and occupancy activities; establishing the overall duration of the Project and identifying those activities that are most critical. Owner's occupancy requirements will be incorporated into the Project Schedule. Construction Manager will update the Project Schedule on a regular basis indicating current status of activities, expanding the level of detail and status as the Project progresses. If significant variance from planned activities occurs, review the recovery plans and/or acceleration plans. Construction Manager work-plan and staffing is based on completion dates of projects in the master Schedule. Schedule extensions beyond original dates will be additional services.

g) Commissioning Services

Limited scope MEP Services:

- Assist the Owner with development and design facilities standards and design guidelines related to MEP Commission requirement.
- Review Contractor's building Commissioning and turnover Plan.
- Develop plan for furnishing procurement and building turnover.
- Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
- Oversee turnover of all certification documentation and submittals proper agencies on behalf of Owner.
- Coordinate training of facility maintenance staff for familiarization with all systems.

h) Project-Wide Progress Meetings: Construction Manager will attend regularly scheduled meetings with Owner for the purpose of reviewing overall progress as measured against the Construction Manager implementation Plan. Major issues affecting the progress of the Project will be identified, monitored, and reported by Construction Manager. Construction Manager will issue meeting minutes. Such meeting minutes will include the statue of major issues discussed and will prescribe recommended actions required by team members.

l) Project-Wide Progress Reports: Construction Manager will produce a periodic Project report that will include at a minimum: an executive summary narrative, cost status report, schedule status report, key issues & concerns, major variances to the Construction Manager strategy along with recovery action plans and identification of major activities to be accomplished in the following period.

m) Project Guidelines and Standards: Construction Manager will work with the Owner to identify, collect, develop and distribute to the Design Consultant and Owner's staff the Owner's Project guidelines. In preparing these guidelines consideration will be given to equality in Project scope. Construction Manager will assist the Owner in the prioritization of Project and space needs.

n) Construction Contract Agreements: Construction Manager will review contract documents and associated general conditions, special conditions and other related documents for the Project.

Construction Manager will recommend to the Design Consultant contractual language for inclusion in the Construction Documents that will require submittal performance by the Contractor that will support effective cost, schedule and quality control.

Construction Manager will verify that the requirements are included in construction contract documents.

o) Davis Bacon Act: Construction Manager will assist and ensure general contractor in the enforcement of the Davis Bacon Act compliance.

II PRE-DESIGN AND DESIGN PHASE SERVICES

a) Design Consultant Coordination and Management: Construction Manager will assist the Owner with managing each Design Consultant directly and will provide overall coordination, administration, management, and technical support services during the design, procurement and construction phases of work.

Construction Manager will:

- Monitor performance of each design Consultant.
- Review Design Consultant applications for payment and/or claims for additional services and provide an analysis and recommendation of action to the Owner
- Review and manage approved re-design activities
- Assist the Owner in determining design submittal requirements at schematic design, design development and construction document phase of design.

b) Budget Review and Cost of Work: Construction Manager will review cost

estimates of the design at each design development milestone submittal. Construction Manager will recommend bid alternates as a means of cost control if needed.

Construction Manager's cost estimate review will represent Construction Manager's best judgment as a Construction Manager familiar with the construction industry. It is recognized, however, that neither Construction Manager nor Owner has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that available prices will not vary from the Project Budget proposal established and approved by Owner, or from any cost evaluation or report prepared by Construction Manager. Construction Manager acknowledges that Owner retains all approval over bids and that Construction Manager does not have authority to agree to any cost increases.

c) Schedule Updates: Construction Manager will update the Project schedule based upon information provided by the Design Consultant.

d) Agency Approvals: Construction Manager will assist the Owner and Design Consultant in scheduling necessary plan reviews and obtaining required permits and approvals.

III. PROCUREMENT PHASE SERVICES

a) Market Project/Project to the Bidders: Construction Manager will review the Project with the bidders, including the designs established by the Design Consultant. Construction Manager's efforts will be coordinated with the Owner's procurement practices.

b) Procurement Management: Bidding & Awarding of Construction Contracts. Construction Manager will review the bidding and awarding process established by the Design Consultant for each contract; it being agreed that only Owner has authority to award any contracts or otherwise bind Owner.

c) Contractual Review: Construction Manager will advise Owner regarding suggested language for inclusion within bid and contract documents for the services for approval and acceptance by Owner.

Construction Manager will review Design Consultant's bid summaries and make recommendations to Owner for award of contracts or rejection of bids. Construction Manager will review the proposed contract for each successful bidder. Construction Manager will incorporate appropriate contract terms and conditions such as contractor mark-ups on change orders, contingencies, allowances, contractor general conditions and liquidated damages in the contract documents for Owner's review.

Construction Manager will assist the Owner in negotiation of contract agreements between Owner and the bidders, to the limit of Construction Manager's authority as defined in this Agreement, and assist the Owner and design Consultant with rebidding of the work as required.

The Construction Manager will not be a bidder on any contract within the Project.

Construction Manager will notify all parties of awarded scope of work, including acceptance of alternates, for coordination with other activities.

IV. CONSTRUCTION PHASE SERVICES – Project Administration

a) Construction Phase Meetings: Construction Manager will attend pre-construction conferences with Contractors prior to mobilization. Throughout the duration of construction, Construction Manager will attend regular progress meetings with Owner, Design Consultant, and Contractor(s) related to the review and documentation of Project status and coordination of efforts of all Project participants. Design Consultant will be responsible for preparation of individual meeting minutes for each respective part of the Project.

b) On-Site Presence: As progress requires the Construction Manager, including appropriate staff of the Construction Manager, will assist the Design Consultant to observe all phases of construction activities periodically in order to assist in achieving completion of the Project in accordance with the Owner's objectives for cost, time, and quality. Observations will not cause Construction Manager to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and responsibilities of full time construction administration and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

c) Plan Temporary Facilities, Services and Utilities: Construction Manager will review and recommend for approval Contractor's plan for temporary on-site facilities, equipment, materials, and services for the common use of Contractors.

d) Expedite Permits and Approvals: Construction Manager will review the Design Consultant's identification of special permits or approvals required for Project improvements, excluding permits obtained directly by the Contractor. Construction Manager will review and monitor the inspection process of outside agencies. Construction Manager will assist in obtaining approvals for the Project from authorities having jurisdiction over the Project.

e) Coordinate Requests of Information: Construction Manager will coordinate requests for clarification of Construction Contract Documents from the Contractor(s) with the Design Consultant. Construction Manager will review status of requests in a regular or special progress meeting in an effort to monitor timely responses from the Design Consultant.

f) Implement a Change order System and Procedure: When changes in the work become a necessary due to request of Owner, request of the Contractor, or design

document issue, Construction Manager will work with the Design Consultant to coordinate the preparation of Owner approved change order documents, log the proposed change in the control log and transmit to the Contractor for response.

g) Processing of Contractor's Shop Drawings & Submittals: Construction Manager will monitor schedules prepared by Contractor for required submittals of shop drawings and samples for approval by Architect, other members of the design Consultant and Owner. The Contractor's and Design Consultant's submittal logs will be reviewed in the weekly progress meeting in an effort to assure timely processing by the Contractor and Design Consultant.

Construction Manager will review the Contractor's schedules for submittal and approval of shop drawings and samples to assure that they coincide with the Construction schedule.

h) Review and Approve Contractor's Applications for Payment: The Design Consultant will receive Contractors' applications for payment, review for completeness and review Contractor's proposed schedule of values for use in processing payments. Construction Manager will review the Design Consultant's submittal and process payment application to the Owner. Construction Manager will monitor the payment process for compliance with the Construction Contract Documents. If it should later be found that a Contractor has failed to comply with the provisions of its Owner-Contractor Agreement in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing and processing an Application for Payment, Construction Manager will not be deemed to represent that it has made any examination to ascertain how and for what the purpose the Contractor has used the previous monies paid on account of the construction contract sum.

i) Project Schedules: Construction Manager will receive, review and comment on the suitability of the detailed construction schedule prepared by the Contractor. Once approved, Construction Manager will monitor the schedule monthly and report on deviations from the schedule. Construction Manager will recommend necessary actions to Owner should the Contractor fail to correct schedule variances caused by the Contractor.

j) Evaluate Contractor Performance: Construction Manager will periodically evaluate the Contractor's performance and will recommend courses of action to Owner when the Contractors' schedule and quality objectives are not being met.

k) Provide Monthly Status Reports: Construction Manager will prepare a monthly status report which will include financial status reports and projections for cost of completion, change order status reports, potential claims identification and status, schedule status and identification of major problems encountered along with corrective action taken or recommended. The schedule status report will compare the status of construction with the construction schedules and Project schedules, making recommendations and recovery plans in the event the schedules do not match.

l) Quality Control Monitoring: Construction Manager will notify the Design Consultant and Owner in writing when it is the opinion of Construction Manager that the work

does not conform to the requirements of the Construction Contract Documents. Construction Manager is not authorized to change, revoke, enlarge, relax, alter, or release any requirements of the Construction Contract Documents or to approve or accept any portion of the work not performed strictly in accordance with the Contract Documents.

V. CLOSE OUT PHASE SERVICES

a) Determine Final Completion of the Project: Construction Manager will determine, in conjunction with the Design Consultant and Owner, final completion of the Project. Upon completion, Construction Manager will receive the Contractor's final application for payment, confer with the Design Consultant and Owner to determine if all records, certificates, guarantees, warranties and releases have been received, obtain signatures from the Design Consultant and forward to Owner for final payment. In the event any of the items listed above have not been submitted, Construction Manager will assist Owner in obtaining completed items from the appropriate parties. Construction Manager will monitor the final payment process for compliance with contract documents.

b) Operations & Maintenance Manuals: Construction Manager will work with the Design Consultant and Contractor to coordinate delivery of operations manuals and warranties provided to the Owner in a timely manner.

c) Coordinate Punch-List Activities: In consultation with the Owner. Construction Manager will arrange for and coordinate preparation of punch-lists by the Design Consultant when requested by the Contractor or Owner. Project Management will assist the Design Consultant in verifying completion of punch-list activities and in determining substantial completion of the Project. In consultation with the Owner, Construction Manager will arrange for issuance of the Certificate of Substantial Completion by the Design Consultant to the Contractor.

d) Occupancy Activities: Construction Manager will review occupancy schedules prepared by Design Consultant, and will detail and coordinate the activities between final inspection of the Project and the Owner's occupancy needs.

e) FF&E Coordination: When necessary, Construction Manager will include FF&E procurement schedules provided by the Owner in the master Project schedule.

f) Plan for Correction of Defective Items: Construction Manager will assist the Owner to develop a plan to facilitate the correction of defective items that require repair or replacement during the warranty period.

g) Transfer of Final Record Set of Documents: Construction Manager will monitor Contractor's preparation of record drawings and specifications and coordinate and expedite the transmittal of the record documents to the Owner. Construction Manager will

prepare the final Project accounting and close out reports.

ATTACHMENT B
ADDITIONAL SERVICES COMPENSATION

When Additional Services are approved by the Owner in advance through an Additional Services Agreement signed by the parties, Construction Manager shall be compensated the amount approved in advance for the particular Additional Service, but in no event shall the amount to be paid exceed the rates set out in Attachment B.

a) Maximum hourly billing rates for personnel assigned to the Project will be as follows:

Position	Hourly Rate
1) Construction Manager	$150
2) Legal Review	$150
3) Document Control	$120
4) Engineer Review	$150
5) Field Inspector I	$120
6) Clerical	$ 60

Rates valid through December 2011. Rates increase 5% per calendar year.

b) Expenses for Additional Services and professional consultants shall be specifically approved by the Owner by category in advance in the Additional Services Agreement otherwise they will not be allowed.

ATTACHMENT C
CONSULTANT E.E.O.C. AFFIDAVIT
(Form is filled out by vendor pursuant to CC approval)

This firm, partnership, corporation, consultant agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by federal statutes and rules and regulations issued pursuant thereto in order to maintain and ensure non-discriminatory employment practices.

By: _____
Title: PRESIDENT

Sworn to and subscribed before me this 7th day of October, 2011.

MARICELA NICHOLS
My Commission Expires
November 17, 2013

_____
Notary Public in and for the State of Texas

ATTACHMENT D
Schedule of Direct Expenses

Item	Unit Cost	Subtotal	By PM	By Owner
Computers				
Desk top computers			PM	
Laptops			PM	
Accessories			PM	
Document Control Software				
License fee usage				By Owner
Office Productivity				
Laser printers			PM	
Color Printer			PM	
Scanner			PM	
Postage & Courier			PM	
Copier -Lease			PM	
Fax			PM	
Miscellaneous				
Mileage			PM	
Office				
Office Supplies			PM	
Safety Supplies			PM	
Photography				
Digital Cameras			PM	
Project Camera(s)				By Owner
IT systems				By Owner
Owner Total Expenses				

No expenses reimbursable by Owner hereunder shall be incurred without the prior written approval of Owner through an Additional Services Agreement or other amendment to this Agreement.

ATTACHMENT E
Payment Schedule*

Month	Date Submitted	Monthly Amount Drawn	Cumulative Amount Draw	Remaining Amount Balance
01	To be determined	$ 3,268.65	$ 3,268.55	$ 35,955.15
02	To be determined	$ 3,268.65	$ 6,537.30	$ 32,686.50
03	To be determined	$ 3,268.65	$ 9,805.95	$ 29,417.85
04	To be determined	$ 3,268.65	$ 13,074.60	$ 26,149.20
05	To be determined	$ 3,268.65	$ 16,343.25	$ 22,880.55
06	To be determined	$ 3,268.65	$ 19,611.90	$ 19,611.90
07	To be determined	$ 3,268.65	$ 22,880.55	$ 16,343.25
08	To be determined	$ 3,268.65	$ 26,149.20	$ 13,074.60
09	To be determined	$ 3,268.65	$ 29,417.85	$ 9,805.95
10	To be determined	$ 3,268.65	$ 32,686.50	$ 6,537.30
11	To be determined	$ 3,268.65	$ 35,955.15	$ 3,268.65
12	To be determined	$ 3,268.65	$ 39,223.80	$ 0.00

* To be modified in accordance with Project timeline adjustments pursuant to the terms of the Agreement.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 21, 2011 9:51 AM
To: 'Evangelina Garcia'
Subject: RE: GAS Agreement

yes

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, November 21, 2011 9:50 AM
To: 'Martha Salazar'
Subject: RE: GAS Agreement

Marty,
I reviewed the table of contents and it is appropriate to the revised contract therefore would this document be ready so as to place an agenda item for the following court date and request the court for approval of the modified contract.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 21, 2011 8:39 AM
To: 'Evangelina Garcia'
Subject: FW: GAS Agreement

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Friday, November 18, 2011 5:37 PM
To: 'Martha Salazar'
Cc: 'Evangelina Garcia'
Subject: RE: GAS Agreement

Marty,

The revised contract, with the updated table of contents, is attached for your review.

Debra L. Goetz
Atlas & Hall, L.L.P.
P.O. Box 3725
McAllen, Texas 78502-3725
www.atlashall.com

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 21, 2011 8:38 AM
To: 'Evangelina Garcia'
Subject: FW: GAS Agreement
Attachments: GAS Agreement (Final marked against 11-9-2011 version).pdf; G A S Enterprises Inc - Construction Manager Contract (Final) doc.doc

---

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Friday, November 18, 2011 5:41 PM
To: 'Martha Salazar'
Subject: RE: GAS Agreement

Marty,

The attached PDF file is a markup showing the changes between the last version you had sent to me and the final version. Also attached is a Word version of the final agreement. If you are doing another contract with this company, you should start with this version. (The PDF in my prior email is the one you should print from if you are ready to print the final agreement .)

Please let me know if you have any questions or concerns.

Debra L. Goetz
Atlas & Hall, L.L.P.
P.O. Box 3725
McAllen, Texas 78502-3725
www.atlashall.com

Telephone: 956-632-8242
Facsimile: 956-686-6109
E-mail: dgr@atlashall.com

NOTICES: This e-mail message is the property of the sender and is for the sole use of the intended recipients. This message and any attachments may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient of this message, please forward a copy to dgr@atlashall.com and delete the message and the attachments from your computer.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, November 18, 2011 5:17 PM
To: 'Debra L. Goetz'
Cc: 'Evangelina Garcia'
Subject: FW: GAS Agreement
Importance: High

APPROVED

AI-29804 **17. B. 1.**
CC REGULAR
Meeting Date: 11/29/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of the final contract document with G.A.S. Enterprises (previously approved by cc on 10/04/11) for Construction Management Services for the "Design And Construction Of A New Constable Building-Precinct One".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 11-23-11 $389,817.34.

Attachments

Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2011 03:38 PM
Budget & Management	Merlen P. Munoz	11/22/2011 03:58 PM
Purchasing Department	Marty Salazar	11/22/2011 03:38 PM
Budget & Management	Merlen P. Munoz	11/22/2011 03:58 PM
Ivan Cantu Auditor's Office		

Form Started By: Vangie Garcia Started On: 11/21/2011 02:34 PM

CC Approved on November 29, 2011

documents for Policy Period commencing January 1, 2012 And ending December 31, 2012, as attached hereto.

5. **AI-29806** Approval of the final contract document with Brown & Brown Lone Star Insurance Services d/b/a Alamo Insurance Group for "RFP-2011-149-09-07- Consulting Services For Self-Funded Insured Group Health" project.

approved

6. **AI-29721** Requesting acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes best and final offer with Easy Access, Inc. (ranked highest firm cc 11/185-11) for "Credit Card Payment System" (RFP NO.11-142-09-28-YSI).

approved

B. **Pct. 1**

1. **AI-29804** Approval of the final contract document with G.A.S. Enterprises (previously approved by CC on 10/04/11) for Construction Management Services for the "Design And Construction Of A New Constable Building-Precinct One".

approved →

14. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

10:12 am

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-29778** Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

15. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-29779** Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

16. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

17. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

18. **Adjourn**

CC Approved on November 29, 2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDEDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND G.A.S. ENTERPRISES, INC.
C-11-201-11-29

This **AMENDMENT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** (Owner) and **G.A.S. ENTERPRISES, INC.**, (Company), effective the **18th** day of **DECEMBER 2012**, is made between the parties, as follows:

WHEREAS, on November 29, 2011, Hidalgo County (the "Owner") entered into a Professional Construction Management Services Agreement (the "Agreement") with G.A.S. Enterprises, Inc. (the "Company"), in which the Company would provide "Construction Management Services" for The Design and Construction of a New Constable Building for Precinct One, as described in the Agreement;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Agreement, Company and Owner hereby agree to the following Amendment to the Agreement:

1. **Article 5.1-Duration of Basic Services.** The second sentence in article 5.1 is hereby deleted in its entirety and the following is inserted in lieu thereof;

   It has become necessary to amend the contract to allow an extension of an additional **thirty-six weeks** from the date of **December 28, 2012** for completion of said services.

2. **Article 4.2 (a)-Compensation.** 4.2(a)(2) is hereby deleted in its entirety and the following is inserted in lieu thereof;

   The Basic Services Compensation shall be six percent (6%) of the lesser of (1) the construction of the Project or (2) Seven Hundred Twenty Four Thousand Dollars ($724,000.00). Contract will not exceed Forty Three Thousand, Four Hundred Forty Dollars ($43,440.00).

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Company and Owner ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

G.A.S. Enterprises, Inc.

By: _____

Printed Name: Rene Salinas

Title: President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

AI-35842 **Purchasing Department 19. A. 5.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Executive Officer **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of an exemption from competitive bidding requirements under TxLGC 262.024(a)(6)....land or right of way;

B. Requesting approval of a short term lease agreement (for 181 days) between Hidalgo County and Patriot Bank (Houston, Tx) of 9K square feet @ $1.25/square foot for the purpose of the temporary housing of Hidalgo County's Urban County Program subject to legal review and insurance and all requirements being submitted and met by the Lessor (Patriot Bank) with lease commencing January 01, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 5012-99-2101-66439900

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

BUDGETARY IMPACT:

Attachments

DRAFT LEASE CONTRACT

262.024(a)(6)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2012 04:24 PM
Budget & Management	Obdett Calzada	12/14/2012 04:42 PM
Erika Zamora	Erika Zamora	12/14/2012 05:09 PM
Auditor's Office	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Marty Salazar Started On: 12/14/2012 03:13 PM

Final Approval Date: 12/14/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-00-00

THIS LEASE is made and entered into by and between_____**,** referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee has agreed with specifications and a copy of such Specifications is attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence effective_____**,** or upon occupancy, whichever occur first, for a **period of**__ _____, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such

DRAFT

sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

DRAFT

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

DRAFT

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 2614 West Freddy Gonzalez, Edinburg, Texas 78539 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and

DRAFT

improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage

DRAFT

disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

DRAFT

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

DRAFT

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity.

Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements.

DRAFT

The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of

DRAFT

non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor’s sole cost and risk proceed forthwith to

DRAFT

rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by

DRAFT

the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable

DRAFT

diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of

DRAFT

the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

DRAFT

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge

Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

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

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between

DRAFT

the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or

DRAFT

Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2012.

LESSEE:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

LESSOR:

_____
By:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

DRAFT

EXHIBIT “A”

LEGAL DESCRIPTION

DRAFT

EXHIBIT “A”
LEGAL DESCRIPTION

DRAFT

EXIHIBIT “B”

SPECIFICATIONS

DRAFT

EXHIBIT “C”

CERTIFICATE OF INSURANCE

DRAFT

(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, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, Sec. 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, Sec. 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, Sec. 12.004, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 689, Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1266, Sec. 4, eff. June 19, 2009.

Sec. 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, Sec. 3, eff. Sept. 1, 2001.

Sec. 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

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment

AI-35546 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 12/18/2012

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 (engineering) services;

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 engineering services (on call);

Total Scores	R.E. Garcia	Rio Delta Engineering	R.E. Gutierrez Engineering
Evaluator 1	92	90	100
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for the provision of professional engineering services (On Call).

BACKGROUND

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2012 12:56 PM
Budget & Management	Obdett Calzada	12/13/2012 02:27 PM
Roland Garcia	Rolando Garcia	12/14/2012 08:57 AM
Auditor's Office	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Nielda Cavazos Started On: 12/03/2012 09:41 AM

Final Approval Date: 12/14/2012

HIDALGO COUNTY PRECINCT NO 2

FOR

Engineering Services

(On Call Services)

Scoring & Evaluation GRID

Engineering Services

Total Scores	R.E. GARCIA	RIO DELTA ENGINEERING	R.E. GUTIERREZ ENGINEERING
Evaluator 1	92	90	100
Average			
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-35630 **Purchasing Department** **19. B. 2.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Martha L. Salazar **Submitted By:** Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No.1 for R. Gutierrez Engineering Corp., Contract #C-11-310-01-24 resulting in an estimated cost increase of $5,000 for services under Work Authorization No. 5 for Minnesota Drain Project.

BACKGROUND

Work Authorization No.5 approved on 8/7/2012 #AI-33509

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-122-058-0-733

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

BUDGETARY IMPACT:

Funds available $216,257.56 as of 12/7/12.

Attachments

Supplemental No.1 to WA# 5

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2012 01:13 PM
Budget & Management	Obdett Calzada	12/13/2012 02:42 PM
Roland Garcia	Rolando Garcia	12/14/2012 04:46 PM
Auditor's Office	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Katia Garcia Started On: 12/07/2012 09:03 AM

Final Approval Date: 12/14/2012

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

December 1, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Supplemental Agreement No. 1 – Minnesota Drain Construction Management & Staking
Project No. ENG11.105

Dear Commissioner Palacios:

We are continuing to provide the construction management and staking services for the portion of the Minnesota Drain project being constructed by County forces. As it turns out, the work involved in managing construction of the project is more than had been anticipated. We have provided construction management and staking services for the project which is about 65% complete. Additional funds are needed to complete the remainder of the project. I am submitting a proposed Supplemental Agreement No. 1 to increase the fee payable by $5,000.00 under Work Authorization No. 5. This increase brings the total fee payable under this work authorization to an amount not to exceed $15,000.00 and should cover the remaining construction management services needed on this project.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 5 of the 2011 Road & Bridge Contract. If this Supplemental Agreement No. 1 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E. Park Ave – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: rgutierrez@rgec.net

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 5
Contract No. C-11-310-01-24

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 5 to Contract No. C-11-310-01-24, on the 8th day of August 2012, to provide general construction management services and construction staking services for the construction of the Minnesota Drain project, and a portion of this project is being constructed by County forces;

WHEREAS, in Work Authorization No. 5, the estimated cost for services under the Work Authorization are not to exceed $10,000.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 5 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $15,000.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 5, for Professional Engineering Services to be executed as of the ____ day of _____ 2012.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm. Palacios
Hidalgo County Pct 2
300 W. Hall Acres
Suite G
Pharr, TX 78577

FROM: Jaime Jaimez Jr
SUBJECT: Minnesota Drain Consh Staking
PROJECT NO.: Eng 11.105
DATE: 12/6/12

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER: INVOICE
___ BID TABULATION	X CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	12/1/12	Cover Letter
2	-	Supplemental Agreement No. 1 to WA #5

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
X FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
DEC 06 2012

Copy Distribution: file

Received by: X Elizabeth Cano

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

AI-35736 **Purchasing Department** **19. B. 3.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval to increase PO #683499 in the amount of $19,918.97 for proposed Baseball Park Lighting Project in Lopezville Pct. 2. Proposed increase will add additional lighting for Walking Trail in same location to Project #12-274-OGG.

b. Consideration and approval of an "Irrevocable Directive of Draw Proceeds/Disbursement Agreement" as required (as a condition precedent to issuing Payment & Performance bonds) by bonding company, Insurers Indemnity Company, contract surety for Herrera and Hunt, Inc for: "Baseball Park Lighting Project in Lopezville Pct. #2" (approved by Commissioners' Court on October 30, 2012 AI #34978)and thus directing all contract funds to Aacon, Inc., disbursement agent located at 624 West University Dr., PMB #238, Denton, TX 76201-1889 for: Herrera and Hunt, Inc. and as further specified/detailed document (s) attached herein.

BACKGROUND

Approval of this request will allow surety company to provide the required payment and performance bonds to commence proposed Baseball Field Lighting and Walking Trail in Lopezvill Pct. #2

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-452-00-122-054-0-739

FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Funding is available as per Mr. Raul Silguero

*a transfer will be processed to fund the account.

Attachments

12-274

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 03:57 PM
Roland Garcia	Rolando Garcia	12/14/2012 04:47 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Oscar Garza Started On: 12/13/2012 09:10 AM

Final Approval Date: 12/14/2012

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

NOV 28 2012
no 11254

CHOICE FACILITY PARTNERS

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 11/28/2012

Project: Baseball Park Lighting - Pharr, TX

Location: Pharr, TX

Project Summary: Install additional (14) light fixtures on 7 light poles with all necessay/required materials at ball park.

National averages based on quantity and unit prices from RS Means - net of City Cost Index			$ 23,297.04
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 19,918.97
Site Travel Factor	1.25	X	
>150 miles return			$
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Annual Volume Discount Factors (12 month)			
>$1,500,000	0.98	X	
			$
Project Allowances - see attached			
			$
Permits & Fees	2%		$
			$
Architectural & Engineering Fees	____%		$
			$
	Sub Total		19,918.97
Payment & Performance Bond	1%		$
			$
	Delivery Order Request Quote		$ 19,918.97

Gilbert Herrera 11/28/12
Gilbert Herrera Date

Herrera & Hunt, Inc. - Choice Facilities Partners Contract # 09-040JC-07

EDINBURG
TEXAS, TEXAS, 78539
Date: 28-Nov-12

HIDALGO COUNTY WALKING TRAIL LIGHTING
Year 2012 Quarter 4
Unit Summary Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

Division Description			Total
Division 01	General Requirements		$6,526.11
Division 26	Electrical		$16,770.93
Subtotal			$23,297.04
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$23,297.04
General Conditions		0.00%	$0.00
Subtotal			$23,297.04
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$23,297.04

EDINBURG
TEXAS, TEXAS, 78539
Date: 28-Nov-12

HIDALGO COUNTY WALKING TRAIL LIGH
Year 2012 Quarter 4
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	3.00	Day	$1,170.97	$3,512.91
015433600120	Lifting and hoisting equipment rental; aerial lift truck, 2 pers, 80', Incl. Hourly Oper. Cost.	3.00	Day	$1,004.40	$3,013.20
Division 01 General Requirements Subtotal					**$6,526.11**
Division 26 Electrical					
260519900120	Wire, copper, stranded, 600 volt, #10, type THW, in raceway	15.00	C.L.F.	$43.95	$659.25
260519900140	Wire, copper, stranded, 600 volt, #8, type THW, in raceway	30.00	C.L.F.	$63.91	$1,917.30
260533139120	PVC conduit, schedule 40, 1" diameter, to 15' H, incl terminations, fittings, & support	1,200.00	L.F.	$4.03	$4,836.00
262416202110	Circuit breakers, plug-in high interrupting capacity, 2 pole, 120/240 V, 60 amp	2.00	Ea.	$76.69	$153.38
265613103800	Light poles, aluminum, bracket arms, 1 arm, excl concrete bases	14.00	Ea.	$148.34	$2,076.76
265636202400	Floodlights, exterior, high pressure sodium, 400 Watt, incl ballast and lamp, excl pole	14.00	Ea.	$460.60	$6,448.40
266113100300	Photoelectric control, S.P.S.T., 208 V/277 V	14.00	Ea.	$48.56	$679.84
Division 26 Electrical Subtotal					**$16,770.93**

APPROVED

AI-34978 **Purchasing Department** **20. B. 2.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners) in the amount of $118,915.49 for the installation of (7) New poles to include lighting/materials and any other appurtenances as may be needed at the Baseball Park located in Lopezville, Pct. #2 as reviewed and approved by project engineer, Raul Sesin, PE, Hidalgo County Planning Deprtment-Project #2012-274-OGG.

BACKGROUND

Proposed project consists of installation of (7) new poles to include all lights, materials and any other appurtenances in order to light up the baseball field located in Lopezville, Pct. #2 area.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-452-00-122-054-0-739

FUNDS AVAILABLE Y/N?: YES/Pend **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

As per Pct. #2 proposed project has only $101,336.00 in Acct. #2-1342-452-00-122-054-0-739; however please refer to agenda item 34925 for the appropriate transfers to this acct number.

Attachments

ins

ins

agenda backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/26/2012 01:16 PM
Budget & Management	Merlen P. Munoz	10/26/2012 01:47 PM
Roland Garcia	Rolando Garcia	10/26/2012 03:37 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Oscar Garza Started On: 10/26/2012 11:08 AM

Final Approval Date: 10/26/2012

Purchase Order
COUNTY OF HIDALGO

PO#: 683499

DATE: 11/06/12

VENDOR: 347868 REQ:00225648
FAX (956)233-5836 Email:
Phone:(956)459-1696
HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:
SITE: COMMISSIONER, PRECINCT 2
Contract No: HCDE 09-040JC-07

Special Instructions:
REQ. #0017

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		
		HCDE 09-040JC-07		
		LOPEZVILLE BASEBALL PARK LIGHTING PROJECT		
		AWARDED PROPOSAL APPROVED ON CC 10/30/2012 #20/B/2 AI-34976		
		(awarded JOC through HCDE-Choice Facility Partners)		
	EACH	CO BASEBALL PARK LIGHTING: INSTALL 7 LIGHT POLES WITH ALL NECESSARY / REQUIRED MATERIALS AT BALL PARK	.00	.00
4	EACH	CO #013113200160 FIELD PERSONNEL, GENERAL PURPOSE LABORER, AVERAGE	2,125.00	8,500.00
2	EACH	CO #013113200240 FIELD PERSONNEL, SUPERINTENDENT, MINIMUM	2,775.00	5,550.00
2	DAY	CO #015419500100 CRANE CREW, DAILY USE FOR SMALL JOBS, 12 TON TRUCK-MOUNTED HYDRAULIC CRANE, PORTAL TO TO PORTAL	1,108.94	2,217.88
2	EACH	CO #015433600120 LIFTING AND HOISTING EWUIPMENT RENTAL; AERIAL LIFT TRUCK, 2 PERS, 80', EXCL. HOURLY OPER. COST	2,271.37	4,542.74
1	EACH	CO #015433602560 RENT CRANE TRUCK MOUNTED, HYDRAULIC, 40 TON CAPACITY, INC..HOURLY OPER. COST	4,685.42	4,685.42
5	EACH	CO #015436501150 MOBILIZATION OR DEMOBILIZATION, DELIVERY CHARGE FOR EQUIPMENT, ON FLATBED TRAILER BEHIND PICKUP TRUCK	108.44	542.20
10	EACH	CO #015436502000 MOBILIZATION OR DEMOBILIZATION, CRANE, TRUCK-MOUNTED, UP TO 75 TON, (DRIVER ONLY, ONE-WAY)	31.66	316.60
35	EACH	CO #260519901300 WIRE, COPPER, STRANDED, 600 VOLT, #8, TYPE THWN-THHN, IN RACEWAY	57.11	1,998.85
35	EACH	CO #260519901350 WIRE, COPPER, STRANDED, 600 VOLT, #6, TYPE THWN-THHN, IN RACEWAY	85.92	3,007.20

FILE COPY

Authorized by: Martha L. Salazar

Purchase Order
COUNTY OF HIDALGO

PO#: 683499

DATE: 11/06/12

VENDOR: 347868
FAX (956)233-5836
Phone: (956)459-1696
HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516
Vendor Acct:

REQ:00225648
Email:

BUYER:
SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:
SITE: COMMISSIONER, PRECINCT 2
Contract No: HCDE 09-040JC-07

Special Instructions:
REQ. #0017

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
35	EACH	CO #260519901400 WIRE, COPPER, STRANDED, 600 VOLT, #4, TYPE THWN-THHN, IN RACEWAY	124.91	4,371.85
1500	FT	CO #260533139120 PVC CONDUIT, SCHEDULE 40, 1" DIAMETER, TO 15' H, INCL TERMINATIONS, FITTINGS, & SUPPORT	3.80	5,700.00
475	FT	CO #260533139150 PVC CONDUIT, SCHEDULE 40,2" DIAMETER, TO 15' H, INCL TERMINATIONS, FITTINGS, & SUPPORT (475 L.F. @ $6.39 = $3,035.25)	6.39	3,035.25
2	EACH	CO #260533186300 WIRING BOXES, DUST TIGHT & DRIP TIGHT, 24" L X 30" W X 6" D, NEMA 12, J.I.C.	507.64	1,015.28
1	EACH	CO #262413200810 SWITCHBOARDS, MAIN FUSIBLE SWITCH, 3 POLE, 4 WIRE, 120/208, 120/240 V, 400 AMP, INCL FUSE	3,762.68	3,762.68
2	EACH	CO #262419206020 FUSE, LIGHT CONTACTOR, TYPE A, 200 AMP, NEMA 12	7,961.20	15,922.40
14	EACH	CO #265613106000 LIGHT POLES, GALVANIZED STEEL, BRACKET ARMS, 4 ARM, EXCL CONCRETE BASES	434.93	6,089.02
1	EACH	CO #265613106460 LIGHT POLES, WOOD, 4-1/2" X 5-1/8", 20' HIGH, EXCL CONCRETE BASES	688.57	688.57
35	EACH	CO #265636202210 FLOODLIGHTS, EXTERIOR, METAL HALIDE, 1500 WATT, INCL BALLAST AND LAMP, EXCL POLE	676.75	23,686.25
1450	EACH	CO #312316141450 EXCAVATING, CHAIN TRENCHER, UTILITY TRENCH, COMMON EARTH, 6"WIDE, 36" DEEP, BACKFILL BY HAND, INCLUDES COMPACTION, ADD	2.00	2,900.00
12	EACH	CO #312323171000 FILL, GRAVEL FILL, COMPACTED, UNDER FLOOR SLABS, ALTERNATE PRICING METHOD, 4" DEEP	84.19	1,010.28
490	EACH	CO #316213234000 PRESTRESSED CONCRETE PILES, SQUARE, 40' ONG, 18" SQUARE, PRICED USING 200, EXCLUDES PILE CAPS OR MOBILIZATION	65.99	32,335.10
80	EACH	CO #316329130065 UNCASED DRILLED CONCRETE PIERS, CAST IN PLACE AUGERED PILES, 18" DIAMETER, PRICED USING 200 PILES, 60' LONG, UNLESS SPECIFIED OTHERWISE, EXCLUDES PILE CAPS OR	43.17	3,453.60

Authorized by: Martha L. Salazar

Purchase Order
COUNTY OF HIDALGO

PO#: 683499

DATE: 11/06/12

VENDOR: 347868 REQ:00225648
FAX (956)233-5836 Email:
Phone: (956)459-1696
HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:
SITE: COMMISSIONER, PRECINCT 2
Contract No: HCDE 09-040JC-07

Special Instructions:
REQ. #0017

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
1	EACH	MOBILIZATION, CASING OR REINFORCING CO COMPETITIVE BID COEFFICIENT CHOICE FACILITIES / PERFORMANCE & PAYMENT BOND INSTALLATION OF LIGHT POLES FOR PARK REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	-16,415.68	-16,415.68
		Total		118,915.49
		**********		
		For Hidalgo County use only 2-1342-452-00-122-054-0-739 118,915.49		
		Approved _____		

Authorized by: Martha L. Salazar

MASTER DISBURSEMENT AGREEMENT

This AGREEMENT is entered into on **November 29, 2012**, by and between **Herrera & Hunt, Inc.** (hereinafter referred to as "Contractor"), with its principal place of business located at **PO Box 49, Alamo, Texas 78516,** and **Aacon, Inc.** (hereinafter referred to as "Disbursement Agent"), with its principal place of business located at **624 West University Dr., PMB #238, Denton, TX 76201-1889.**

The Parties acknowledge that the purpose of this Agreement is to provide disbursing authority and agent for and on behalf of the Contractor so as to provide the Contractor with an appropriate and applicable basis to obtain surety bonding from **State Automobile Mutual Insurance Company** (hereinafter "Surety"), and so as to assure the proper and full payment of the Contractor pursuant to its obligations to the Surety, and/or various Owners, General Contractors, or Prime Contractors. In no event, however, shall the Disbursing Agent be deemed an indemnitor of the Contractor, as the Disbursing Agent shall act only with respect to the receipt and disbursement of monies received pursuant to the Contract Agreement between the Owner/General Contractor/Prime Contractor and Contractor, and for no other purpose or reason.

This Agreement shall remain in full force and effect during the term of the various Contract Agreements between various Owners and Contractor. The Contractor understands and acknowledges in the event of earlier termination of the terms and conditions of this Agreement, the Surety must be notified in writing immediately thereof and may cause the provisions of its indemnity agreement with Surety to be immediately invoked and enforced, at the sole discretion of the Surety.

The Disbursing Agent may at any time terminate its responsibility to the Principal or its successor by giving thirty (30) days written notice via registered or certified mail to the Principal and to the Surety at their last known addresses. However, immediately upon written request, the Disbursing Agent shall surrender all funds and records pertaining to the described Project(s) to the Surety or a third party designated by the Surety.

1. From time to time, Contractor will enter into construction contracts (hereinafter referred to as the "Contract Agreement") with various entities (hereinafter referred to as the "Owner") for the construction and/or improvement of various jobs (hereinafter referred to as the "Project(s)"), and each of these Projects will have a defined "Contract Price". Each Project must be constructed in accordance with the Contract Agreement and certain plans, specifications and other documents incorporated into the plans and specifications (collectively "Contract Documents").

2. As required by the Contract Agreement, Contractor as Principal has executed or will execute payment and performance bonds ("Surety Bonds") provided by **State Automobile Mutual Insurance Company** ("Surety").

3. Contractor represents that it is a properly licensed contractor and has all licenses and permits required or necessary to construct these Projects.

4. Contractor desires that Disbursement Agent monitor the disbursement of all monies paid by Owner to Contractor for or on account of Project(s) ("Contract Funds").

5. <u>Disbursement Account</u>

5.1 Contractor agrees that Disbursement Agent will open a commercial checking account at **JP Morgan Chase Bank, N.A., Denton North**

Aacon, Inc.. All Rights Reserved

Branch #00435, Denton, Texas, Account No. **427190868**, styled in the form; Aacon, Inc., Disbursement Agent For **Herrera & Hunt, Inc. – #09/040JC-07**, the ("Disbursement Account") as the initial Disbursement Account. Subsequent and separate commercial checking accounts will be opened for each of the various Projects, and the Disbursement Agent will provide the Contractor with the account number and set-up information promptly upon receipt of each new assignment. All Contract Funds, including retainages, change orders, interest, modifications and claims proceeds received from the Owner(s), or forwarded by the Contractor, shall be deposited into their various project specific Disbursement Accounts. The Disbursement Agent will be the sole signatory on the Disbursement Account(s). The Disbursement Account(s) will be used solely for deposit of Contract Funds and payment of just bills incurred by or on behalf of Contractor in connection with construction of the Project(s). Contractor shall not borrow funds against the Disbursement Account(s) or the Project(s), nor shall it pledge the Disbursement Account(s) as collateral against any loan, indebtedness or obligation.

5.2 Contractor agrees that it has assigned all contract funds to Aacon, Inc, for deposit into the Disbursement Account, and Contractor agrees that it shall cause or direct the Owner(s) to make all payments due under the Contract Agreement(s) directly to Disbursement Agent for deposit into the Disbursement Account(s) in the form of the Irrevocable Directive of Draw Proceeds form; attached hereto as Exhibit A. Owner's signing of the Exhibit "A" document will be construed as evidence that Contractor has revealed to the Owner(s) the general content of this AGREEMENT, and Owner's signature on the Exhibit "A" document shall not relieve the Contractor from the Contractor's obligation to deliver, or cause to be delivered, all payments due under the Contract Agreement(s) to the Disbursement Agent for deposit into the Disbursement Account(s).

5.3 Concurrently with the Execution of this AGREEMENT, Contractor shall deposit with **JP Morgan Chase Bank, N.A., Denton North Branch #00435, Denton, Texas,** into each of the Disbursement Account(s), the sum of **$500.00** in cash, for the purpose of maintaining the Disbursement Account(s) in an "open" status. This sum will be held, used and disbursed under the same terms and provisions provided in this AGREEMENT. Any surplus funds that might be left after disbursement under Article 7, and after disbursement of Contractor's monthly fee draw under Paragraph 7.7 shall remain and accumulate in the Disbursement Account(s) until the Owner(s), or its representative, has issued a "Letter of Acceptance", or its equivalent, all bills have been paid for the Project(s), and/or Surety gives its written consent to release the funds. In the event of a default pursuant to Article 9 herein, any and all surplus funds shall not be released to Contractor unless and until Surety has given its written consent thereto.

6. Contractor's Responsibilities

6.1 Contractor shall, for each of the Projects disbursed under this Agreement, furnish to Disbursement Agent a signed copy of the Contract Agreement, a detailed cost breakdown including the names of all subcontractors and material suppliers/vendors, including the amounts of their contracts, and an estimate of the Contractor's anticipated profit or fee; and if requested in writing by the Disbursement Agent, Contractor shall furnish copies of all subcontracts

Aacon, Inc.. All Rights Reserved

and major purchase orders, a copy of Contractor's certificate of insurance, a construction schedule and all other items for which Disbursement Agent determines are necessary to process payments to be made by Disbursement Agent. Contractor further agrees to immediately notify Disbursement Agent of any change in said Contract Price or estimated costs and furnish the Disbursement Agent a copy of all Contract Change Order Requests, all Contract Change Orders, all Contract Agreement Modifications, and all Contract Agreement Directives.

6.2 Contractor shall furnish to the Disbursing Agent copies of any and all notices received by the Contractor pursuant to the applicable state's Construction Lien Law, little Miller Act, or if a federal project, the Miller Act or the Capehart Act, whichever is applicable, including any Notices to Contractor, Notices to Owner, Notices of Non-Payment or Claims of Lien or other statutory notices, and shall do so within seven (7) days of its receipt of any such notices or liens. Failure to furnish copies of notices to the Disbursing Agent shall be deemed a material breach of the Disbursement Agreement.

6.3 Contractor shall give notice to the Disbursing Agent of the existence of any disagreement or dispute between the Project Owner(s), the Owner(s), the Contractor or any subcontractor, materialman or provider of labor or services to the Project(s).

6.4 At the request of the Disbursing Agent, the Contractor shall provide the Disbursement Account with such additional funds as may be necessary to fully pay all costs related to the Contract Agreement(s) between the Owner(s) and Contractor. The Parties acknowledge that this paragraph is intended to avoid Disbursing Agent's lacking sufficient funds to pay current bona fide claims of potential lienors or claimants based on the unavailability of funds in the Contractor's Disbursement Account(s). The Contractor's failure to deposit required additional funds in the Disbursement Account(s) hereunder shall be deemed a material default of this Agreement.

7. Disbursement of Funds

7.1 Contractor authorizes, instructs and directs Disbursement Agent to hold in the Disbursement Account all Contract Agreement Funds and to disburse Contract Agreement Funds as follows:

7.2 The Disbursement Agent agrees that it will release funds only upon the presentation by Contractor of fully executed vouchers, from which checks shall be made payable directly to the subcontractors and material suppliers/vendors who have supplied labor, materials, rental equipment, services, and/or incorporated equipment, and who are entitled to receive payment. Said vouchers shall list the total amount due each vendor and the amount to be deducted from each line item category on the cost breakdown that has been submitted to Disbursement Agent by Contractor. Each voucher shall be accompanied by delivery receipts and tickets, invoices, and/or any other similar supporting documentation requested by the Disbursement Agent for processing of the payment(s). No payments for labor, materials, equipment or services shall be authorized in excess of estimated costs as represented to Disbursement Agent, without prior consent of Disbursement Agent, and until labor, materials and/or equipment have been incorporated into the construction or consumed in the

Aacon, Inc.. All Rights Reserved

construction. The Contractor's fee shall be reduced to cover all costs in excess of estimated costs, unless the original estimated costs are revised upwards by signed Change Orders, Contract Modifications and/or Contract Agreement Directives.

Subcontractors and suppliers eligible for payment under this Paragraph include:

(1) Subcontractors performing a portion of the work required by the plans, specifications, or general conditions of the Project;

(2) Suppliers furnishing materials, services, or equipment to be incorporated into the Project, or necessary to complete the work required by the plans, specifications, and general conditions of the Project. Equipment includes equipment installed into the completed project or the rental of equipment necessary to complete the Project. Equipment shall not include the purchase of construction equipment, tools, code books, and/or clothing by the Contractor, or

(3) Subcontractors and/or vendors who are covered by the applicable bond lien law or public works statute(s).

Payments not included in subparagraphs (1) and (2) above are prohibited without the written consent of Surety.

7.3 The Disbursement Agent will make each disbursement check payable directly to the supplier and/or subcontractor to whom such payment is due per each voucher submitted to the Disbursement Agent by the Contractor.

7.4 The Disbursement Agent will also release funds to the Contractor in reimbursement of miscellaneous and C.O.D. materials, suppliers and services (generally under $1,000 per purchase), and direct job labor, all used to complete the Project upon presentation by the Contractor of fully executed vouchers listing the total amount due for materials, supplies, services and labor and the amount to be deducted from each line item category on the cost breakdown that has been submitted to Disbursement Agent by the Contractor. Further, it is agreed that each voucher shall be accompanied by paid invoices, delivery slips, canceled checks, time sheets, payroll ledgers, certified payrolls (if required by the Contract Agreement, and/or similar documentation as may be required by the Disbursement Agent. Labor eligible for reimbursement under this section shall include only direct labor employed at the job site required to complete the Project including job site supervision. No reimbursement is eligible for corporate officers' payroll or Contractor's general, administrative or overhead labor, materials, supplies or services, except as provided in Paragraph 7.7 below.

7.5 Disbursement Agent shall reserve funds equivalent to the amount of liens or documented and potentially supportable claims or which Disbursement Agent is, or should be, aware that may be filed against the Project in connection with the Contract Agreement, plus a reasonable sum (not to exceed 25% of the lien or claim) for estimated legal costs and attorney's fees connected therewith.

Aacon, Inc.. All Rights Reserved

7.6 Disbursement Agent shall withhold **zero percent (0%)** retainage from each payment, in addition to any amount being withheld by the Owner(s) for retainage. This sum will be held as "collateral" per agreement with the Surety, and shall only be released to the Contractor upon the written consent of the Surety. Such withholding is in addition to any percentage that has been identified above as set aside for reserves. Surety must consent in writing before any retainage and/or reserve funds (per Article 7.5) may be released to the Contractor; however, withholdings by the Disbursement Agent in lieu of retention held by the Owner(s) may be released by the Disbursement Agent to Contractor, or its subcontractors upon the Disbursement Agent's satisfaction of Project(s) acceptance.

7.7 The Contractor will be paid its Contractor's Fee monthly, paid in the same proportion as the Contractor is paid by the various Owners, not to exceed a total amount ("Contractor's Fee") for each Contract Agreement, provided by the Contractor in advance of the processing of the first payment request by the Contractor, as proceeds are available in the Disbursement Account(s) to cover Home Office Overhead and Fee. Disbursements to the Contractor under this Paragraph may be withheld by the Disbursement Agent until all documents required by this AGREEMENT have been furnished to the Disbursement Agent.

7.8 Disbursement Agent will obtain, and keep on file for inspection by all parties to this AGREEMENT and by Surety, appropriate releases from subcontractors, laborers, and material suppliers.

7.9 Disbursement Agent is expressly authorized, instructed and directed to disburse funds to itself for payment of its fee for services in accordance with Article 10 below.

7.10 In the event of default, either voluntary or involuntary, by Contractor of:

(1) Its obligations under this AGREEMENT;
(2) The Surety Bonds and/or any other agreement between Contractor and Surety; or
(3) The Contract Agreement;

all funds then held in the Disbursement Account or which may thereafter come to be deposited in the Disbursement Account pursuant to this AGREEMENT, shall be disbursed only with the consent of Surety. Upon receipt of written demand from Surety, following a default of the Principal as defined in this Paragraph, the Principal consents to, agrees, and directs, instructs and authorizes the Disbursement Agent to release all Contract Agreement funds held under this AGREEMENT to Surety.

7.11 Upon completion of the Project as evidenced by a letter of acceptance by the Owner and satisfaction of all liabilities related to or arising out of the Contract Agreement or this AGREEMENT, any funds remaining in the Disbursement Account and any funds that may be accrued by the Disbursement Account shall become the property of Contractor and will be paid within 30 days of receipt of the last payment by Owner, satisfaction of all contractual obligations and upon written consent of Surety.

Aacon, Inc.. All Rights Reserved

7.12 Disbursement Agent is authorized to provide copies of the disbursement monthly summaries, and/or other information on the Disbursement services to Surety, if requested. This authorization shall not create any third party obligations or fiduciary duties between Disbursement Agent and Surety or any other third party.

7.13 In the event of a default as defined by Article 9 below, or if the potential for a default appears imminent, Disbursement Agent is expressly directed, instructed and authorized to provide notice to Surety.

8. Disbursement Agent's Responsibilities

8.1 Disbursement Agent accepts this assignment and undertakes to perform promptly, diligently and faithfully the duties set forth in Article 7 above, upon the condition, however, that its disbursement of funds upon the signed order of Contractor (or Contractor's duly authorized agent) shall, as to Disbursement Agent's duty to the Contractor, be conclusively deemed to be the exercise of due care.

In addition to the foregoing obligation, Disbursement Agent maintains at its principal place of business in Denton, Texas, adequate records of funds received and disbursed in connection with the Project and will permit inspection of these records at any reasonable time or times by Contractor or Surety, or the authorized agent of either of them. The Disbursement Agent has the right to change its principal place of business and will give notice, as soon as possible, if it changes its place of business to the Contractor, the Surety and to the Owner, if applicable.

8.2 Disbursement Agent agrees to maintain for the benefit of Contractor and Surety, a policy of insurance protecting Contractor and Surety from any errors and omissions on its part in performing its obligations pursuant to this AGREEMENT. Disbursement Agent will provide evidence of said coverage to both Contractor and Surety upon their written request(s).

8.3 Contractor and Disbursement Agent agree that in the event the Surety gives the Disbursing Agent directions with respect to the disbursement of Contract Agreement Funds, Disbursing Agent shall be obligated to follow such directions and such directions shall take precedence over any conflicting directions in this AGREEMENT or by the Contractor.

9. Default

9.1 There shall be deemed to have been a default under this AGREEMENT in the event of the occurrence of any of the following:

9.1.1 Failure of Contractor to perform any material obligation to be performed by Contractor in accordance with the Contract Documents or under this AGREEMENT;

9.1.2 Contractor's making of any untrue or misleading statement to Disbursement Agent as to any material fact for the purpose of causing Disbursement Agent to disburse Contract Agreement Funds or to take other action or to omit to take any action;

Aacon, Inc.. All Rights Reserved

9.1.3 Failure of Contractor to use and apply within a reasonable time funds paid to the Disbursement Account for the purpose for which funds were paid;

9.1.4 Diversion to any other use of materials furnished, earmarked or obtained for use in this Project;

9.1.5 Contractor's making of an assignment for benefit of creditors, the appointment of a receiver for the Contractor or Contractor's property, or the insolvency of the Contractor;

9.1.6 Transfer, sale, conveyance or assignment by Contractor of Contract Agreement, or of this AGREEMENT, or of any rights, benefits or monies thereunder, except to persons entitled thereto by having furnished labor, materials, or services in the construction of the Project;

9.1.7 If Contractor is an individual, if Contractor dies or becomes incapacitated for any reason, thereby preventing Contractor from performing Contractor's obligations under this AGREEMENT, or if Contractor becomes a fugitive from justice or for any reason disappears and cannot be found immediately by Disbursement Agent by use of the usual methods;

9.1.8 Being defaulted by the Owner;

9.1.9 Breaking any agreement with the Surety.

10. Fee

10.1 For its customary services performed or to be performed pursuant to this AGREEMENT, Disbursement Agent shall be entitled to receive a fee (hereinafter the "Disbursement Fee") of:

Contract Amount	Disbursement Fee Rate
$0 to $599,999	One percent (1%) of the contract amount. ($1,200.00 Minimum Applies)
$600,000 to $1,499,999	Three-fourths of One percent (3/4 of 1%) of the contract amount, but not less than $6,000.00.
Above $1,500,000	One-Half of One Percent (1/2 of 1%) of the contract amount, but not less than $11,250.00.
Above $3,000,000	Three-eighths of One Percent (3/8 of 1%) of the contract amount, but not less than $15,000.00.

The Disbursement Fee for a particular Project will be established, and agreed, by **ADDENDUM** attached hereto. The Disbursement Fee for each Project shall conclusively be deemed earned by Disbursement Agent upon execution of this AGREEMENT, or the ADDENDUMS hereto, and paid as follows: **in the same proportion as the Contractor is paid by the Owner(s).** In the event of a default, any unpaid fee shall be paid in full. If the cost of the construction, including the cost of all alterations, deviations and extras, exceeds the sum of the original Contract Price, Disbursement Agent shall be entitled to receive an additional fee, in accordance with the the above fee schedule, of this excess cost.

Aacon, Inc.. All Rights Reserved

10.2 Costs for checks, deposit slips, endorsement stamps, monthly bank service charges, reconciliation, accounting records sheets, and all other materials necessary or proper to establish the appropriate records for receipts and disbursements, along with shipment charges (Federal Express, UPS, Courier, Special Delivery, Etc.) for Disbursement packages, checks, documents, etc. are the sole responsibility of the Contractor and shall be paid by the Contractor from available funds in the Disbursement Account and reimbursed to Disbursement Agent immediately upon incurred cost.

10.3 If Disbursement Agent is required to perform extraordinary services, Contractor shall be liable to pay Disbursement Agent a reasonable sum for these services, and to reimburse Disbursement Agent for necessary expenses. If Disbursement Agent becomes a party to any default, claim, demand, arbitration or litigation arising out of labor or material lien claims involved in the Project or arising out of the Contract Agreement, Contractor shall be liable to pay to Disbursement Agent all of its attorneys' fees and legal costs and the amount of any settlement, judgment or other award rendered in connection with such action and these costs shall be considered Project Costs.

11. This AGREEMENT shall be construed according to the laws and statutes of the State of Texas, except for conflicts of Law questions, which will be construed according to the laws and statutes of the State of New York.

12. Venue under this AGREEMENT shall be in Denton County, Texas.

13. Any suit under this AGREEMENT must be filed within two (2) years and a day of this AGREEMENT being breached, the termination of this AGREEMENT, or the date on which the last check is issued per the terms of this AGREEMENT.

14. This AGREEMENT shall bind and inure to the benefit of the heirs, executors, administrators and successors in interest of the parties of the AGREEMENT.

The parties to this AGREEMENT have executed it on the day first written above.

CONTRACTOR:	**DISBURSEMENT AGENT:**
Signed: Gilbert Herrera	Signed: Arnold P. Acker
By/Title: Gilbert Herrera, President	By/Title: Arnold P. Acker, President & CEO
Company: Herrera & Hunt, Inc.	Aacon, Inc.
Address: PO Box 49	624 West University Dr., PMB #238
Alamo, Texas 78516	Denton, Texas 76201-1889
Phone: 956-330-5566	Phone: 940-243-2143 (Patricia Young)
Fax: 956-~~459-1696~~ 781-3383	Fax: 940-387-2323 (Patricia Young)
Cell:	Phone: 940-665-1399 (Arnold Acker)
Email: ~~Gherrera1@rgv.rr.com~~	Email: arnold.acker@att.net
gherrera1@rgv.rr.com	Email: pat.young@aaconinc.com

INITIALS DH (Contractor)/ AA (AACON)

Aacon, Inc.. All Rights Reserved

EXHIBIT A

HERRERA & HUNT, INC.
PO Box 49
Alamo, Texas 78516
Phone: 956-330-5566 / Fax: 956-~~459-1696~~ 781-3383

IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

State Automobile Mutual Insurance Company ("Surety"), Contract Surety for HERRERA & HUNT, INC., ("CONTRACTOR"), has required CONTRACTOR as a condition precedent to issuing its Payment and Performance bonds for the construction of a project known as: **HCDE 09-040JC-07, Lopezville Baseball Park Lighting Project**, to employ the services of a disbursement agent, Aacon, Inc. Aacon, Inc. is to be employed directly by CONTRACTOR and Aacon, Inc. is in no way a party to the agreement between the **Hidalgo County, Texas, Precinct No. 2** ("Owner") and CONTRACTOR.

The Disbursement Agreement between CONTRACTOR and Aacon, Inc. requires that the CONTRACTOR shall assign, per Article 9 of the Uniform Commercial Code and Chapter 9 of the Texas Business and Commerce Code, the Contract Proceeds only for the Project to Aacon, Inc. and the Owner shall direct or shall cause all contract funds, including, but not limited to retainage, interest, change orders, modifications or claim proceeds, if any, to be deposited into a Project Specific Disbursement Account that has been established by Aacon, Inc. for CONTRACTOR. **The Owner signing herein below irrevocably certifies that all payments made to CONTRACTOR for the construction described above shall be posted in the U.S. Mail, delivered by overnight mail, or hand delivered to:**

HERRERA & HUNT, INC.
C/O Aacon, Inc.
624 West University Dr., PMB #238
Denton, TX 76201-1889

Or wire transferred directly to the Project Specific Disbursement Account as follows:

Aacon, Inc., Disbursement Agent for HERRERA & HUNT, INC.
Account No. 427190868, JP MORGAN CHASE BANK.
ABA Routing No. 111000614, JP Morgan Chase Bank, N.A., Branch #00435
1200 West University Drive
Denton, Texas 76201

Aacon, Inc. has the right to change the address to which the funds are to be mailed, or to change the bank and/or account number to which the funds are to be deposited.

This certification is irrevocable by the Owner and can only be changed by written directive of CONTRACTOR with the written consent of the Chief Executive Officer or President of the Surety.

HERRERA & HUNT, INC.:	**HIDALGO COUNTY, TEXAS**
Signed: Gilbert Herrera	Signed: Date:
By/Title: Gilbert Herrera, President	By/Title:
	Phone/Fax:
	Email:

Aacon, Inc. All Rights Reserved - 01/02/09

ADDENDUM No. 1
To
MASTER DISBURSEMENT AGREEMENT

DISBURSEMENT FEE

For its customary services performed or to be performed pursuant to a MASTER DISBURSEMENT AGREEMENT dated, **November 29, 2012**, for a new Contract Agreement entered into by **Herrera & Hunt, Inc.** (hereinafter "Contractor") with **Hidalgo County, Texas, Precinct No. 2**, dated **Contract Date**, for a Project known as: **HCDE 09-040JC-07, Lopezville Baseball Park Lighting Project**, Aacon, Inc. shall be entitled to receive a Disbursement Fee of **$1,189.15**. This Disbursement Fee shall conclusively be deemed earned by Disbursement Agent upon execution of this AGREEMENT, and paid as follows: **a minimum of 20% ($237.83) paid with the execution of this AGREEMENT, and the balance ($951.32) paid in the same proportion as the Contractor is paid by the Owner.** In the event of a default, any unpaid fee shall be paid in full. If the cost of the construction, including the cost of all alterations, deviations and extras, exceeds the sum of **$118,915.49**, Disbursement Agent shall be entitled to receive an additional fee of **One Percent (1.0%)** of this excess cost.

The project specific Disbursement Account for this Project is styled: **Aacon, Inc., Disbursement Agent for Herrera & Hunt, Inc. – #09/040JC-07**, and has been established with **JP Morgan Chase Bank, N.A., Denton North Branch #00435, Denton, Texas, identified as Account No. 427190868.**

THE PARTIES TO THIS ADDENDUM HAVE EXECUTED IT ON **November 29, 2012.**

CONTRACTOR:	**DISBURSEMENT AGENT:**
Signed:	Signed: Arnold P. Acker
By/Title: Gilbert Herrera, President	By/Title: Arnold P. Acker, President & CEO
Company: Herrera & Hunt, Inc.	Aacon, Inc.
Address: PO Box 49	624 West University Dr., PMB #238
Alamo, Texas 78516	Denton, Texas 76201-1889

Aacon, Inc. All Rights Reserved - 01/02/09

Error generating Agenda Item PDF. Error Executing Database Query.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date; December 18, 2012

Re: "Sole Source Declaration" - Pitney Bowes, Inc.

Hidalgo County currently owns and utilizes at least three Pitney Bowes machines. The Hidalgo County Tax Office is one location where said types of machines are located.

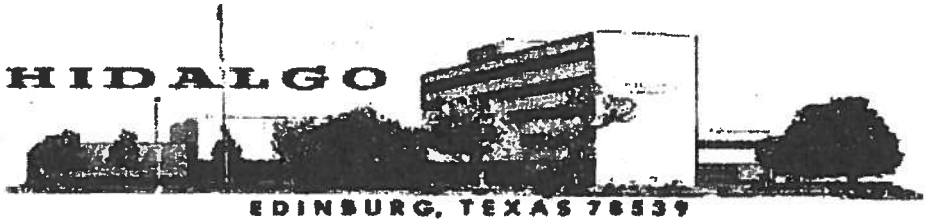
It is necessary to obtain annual repair and maintenance agreements for the efficient operations of County departments. Although attempts have been made to secure from other vendors same type of repair and maintenance agreements, said vendors do not provide requested services for Pitney Bowes machines.

Therefore, Hidalgo County, commencing with the Hidalgo County Tax Office (and any other County departments) must secure annual repair and maintenance service agreements from the Sole Source provider of Pitney Bowes, Inc.

This declaration remains in effect as long as Hidalgo County owns and uses Pitney Bowes, Inc. machines.

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

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: 11/05/2012

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar C.S.

PHONE: (956)-318-2511 ext 4625

REFERENCE: PITNEY BOWES INC. Invoice #426154

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #426154*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☑ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: Per policies and procedures 3 quotes should have been obtained. Please contact purchasing on how to proceed.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

Requisition

Req # 00224243

PO # 682981
Date: 10/03/12

Bill To: x
x

Vendor : 344478
PITNEY BOWES INC.
P.O. BOX 371896
PITTSBURGH PA 15250-7896

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: **TAX COLLECTION**
956-289-7472

Contract No:

Special Instructions:
C-168

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM EQUIPMENT MAINTENANCE, STANDALONE FOLDER SERVICE AGREEMENT SERIAL#: 0000912631 PRODUCT CODE: (PCN): FD40 PERIOD: 11/01/2012 - 10/31/13 ACCOUNT#: 1802-3757-86-9 EQUIPMENT AT 2804 S BUS HWY 281 EDINBURG, TX 78540	1,178.00	1,178.00
		Account No	Encumbrance	
		2-1100-415-15-140-001-0-432	1,178.00	
			Freight	.00
			Total	1,178.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Pitney Bowes

Service invoice# 426154

October 1, 2012

Account name
Hidalgo Co Tax Office

Billing acct number
1802-3757-86-9

Invoice number
426154

Online Account Management

Thank you for signing up at www.pb.com/myaccount.
As a reminder your billing account number is: **18023757869**

Questions about your bill?

From 8 a.m. to 8 p.m. EST call **1-800-228-1071**

Important Contact Information

- Pay by Phone: **1-800-228-1071**
  Enter **18023757869** as your acct number
- Service on your product: **1-800-522-0020**
- Add Postage to your Meter: **1-800-243-7800**
- To order Supplies: **1-800-243-7824** or visit www.pb.com/supplies.

Invoice Summary

Service charges	$1,178.00
Total tax	$0.00
Payment due by October 31, 2012	**$1,178.00**

See reverse side for invoice details.

Proposed changes to the USPS Network may affect mail delivery times.
To avoid delays and late fees, please allow 7-10 business days for payments to be received. Be sure to include your account number on your check. To view and manage your account online, go to www.pb.com/myaccount.

Create, Send and Track Email Marketing Campaigns
With pbSmartConnections, you can easily create email campaigns with our ready-to-use templates and tools. Promote sales, send invitations, and publish newsletters to your customers. As a valuable PB customer, you'll receive preferred pricing at 20% off standard rates. Try it free for 30 days. Just go to www.pitneyworks.com/email or call (800) 376-3093 ext. 1030.

INVOICE RECEIVED BY:
on 10/25/12
GOODS/SERVICES RECEIVED BY:
10-2012
P.O.# 682981
21100-415-15-140-001-0432

Avoid late charges - Mail your payment with the coupon below and allow up to 7-10 days for mail and processing time.

DUNS 00116-1793, TAX ID 06-0495050

Tear off here

N-003853

Pitney Bowes
2225 American Drive
Neenah, WI 54956-1005
01300100385300001001100012012

Pitney Bowes payment coupon
If you've chosen not to pay online, please include this payment coupon with your payment.

Billing acct number: 1802-3757-86-9
Invoice date Oct 1, 2012
Payment amount due: $1,178.00
Invoice # 426154
Due date Oct 31, 2012

Amount paid $

71180237578690000426154000117800O5

PITNEY BOWES INC
PO BOX 371896
PITTSBURGH PA 15250-7896

18023757869

HIDALGO CO TAX OFFICE
2802 S BUSINESS HIGHWAY 281
EDINBURG TX 78539-6243

Pitney Bowes

Service invoice
October 1, 2012

Billing acct number 1802-3757-86-9
Invoice number 426154

Service invoice details

Invoice Number	Invoice Date	Invoice Total
426154	10/01/12	

Install account number: 1802-3757-86-9
Installed at: Hidalgo Co. Tax Office, 2802 S Business Hwy 281, Edinburg TX, 78539-4582

Item 1 For Period: 11/01/12 - 10/31/13 (2) PO #: 665866
Product Code (PCN): FD40 Serial #: 0000912631
Description: Equipment Maintenance, Standalone folder

Service Level Agreement Charges	State Tax	County Tax	City Tax	Item Total
$1,178.00	$0.00	$0.00	$0.00	$1,178.00

Total for invoice # 426154 $1,178.00

01300100385300001001100012012

Important information

This transaction is governed by the terms and conditions of the applicable Pitney Bowes agreement, current as of the date of this invoice unless otherwise agreed to in writing by the parties.

Payment

- If your check is returned, you're liable for any charges we incur.
- If you make a partial payment of the Payment due, it doesn't change your contract or your obligations to us.

Returns: Check your agreement with us for our return policy on equipment, postage meters and software that you have purchased, licensed, leased or rented from Pitney Bowes.

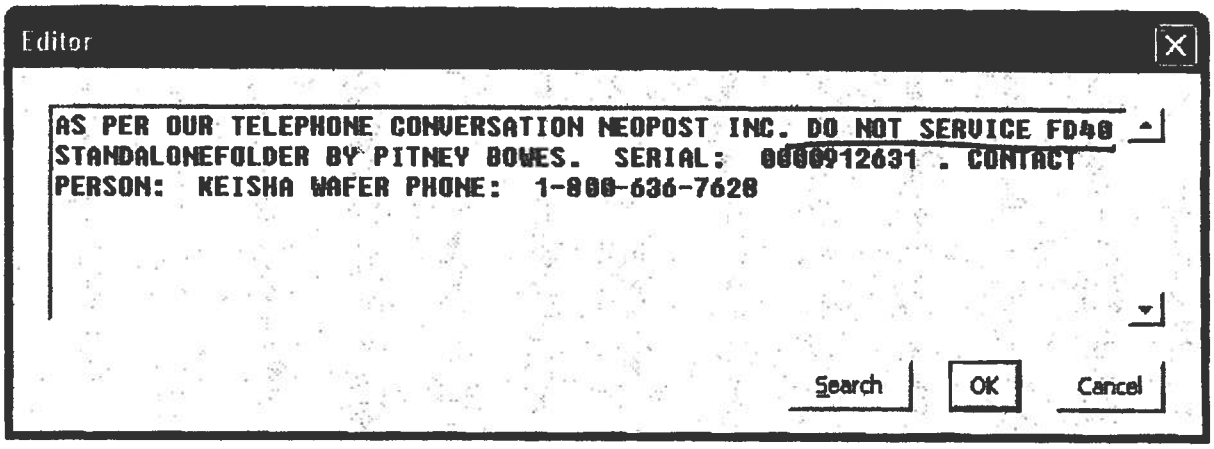
You can pay your bill:

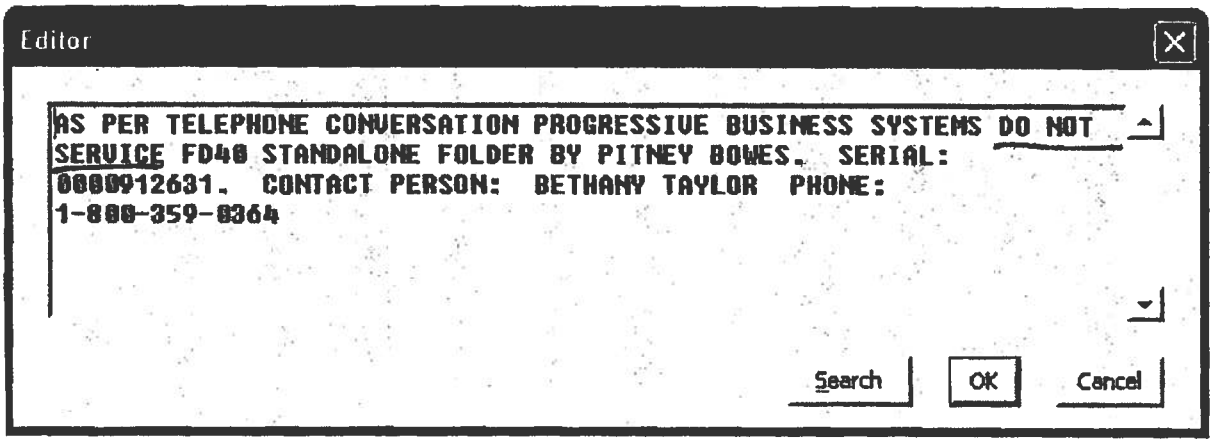
- Online at **www.pb.com/myaccount**
- By credit card, over the phone at **1-800-228-1071**
- By check, made payable to Pitney Bowes and sent with this *payment coupon* to:
  Pitney Bowes Inc
  PO Box 371896
  Pittsburgh, PA 15250-7896

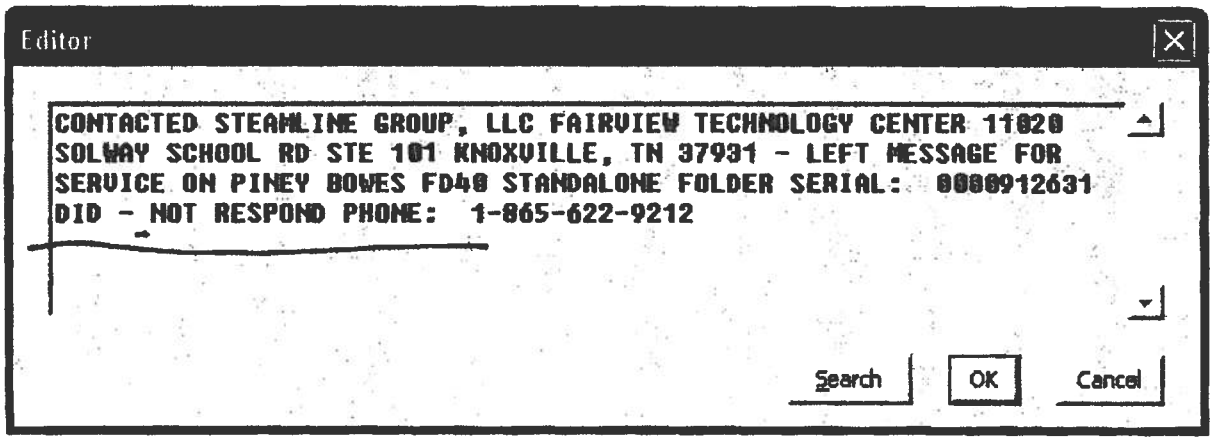
Change of contact information?

Please give us the new information below or update at www.pb.com/support/addresschange.

Company name			Billing acct number 1802-3757-86-9
Address (number and street)			Suite No.
City	State		Zip code
Business telephone ( )	Extension	Business fax ( )	
E-mail address			
Contact name (first last)			


Editor
AS PER OUR TELEPHONE CONVERSATION NEOPOST INC. DO NOT SERVICE FD40 STANDALONEFOLDER BY PITNEY BOWES. SERIAL: 0000912631 . CONTACT PERSON: KEISHA WAFER PHONE: 1-800-636-7628
Search
OK
Cancel


Editor
AS PER TELEPHONE CONVERSATION PROGRESSIVE BUSINESS SYSTEMS DO NOT SERVICE FD40 STANDALONE FOLDER BY PITNEY BOWES. SERIAL: 0000912631. CONTACT PERSON: BETHANY TAYLOR PHONE: 1-800-359-0364
Search
OK
Cancel


Editor
CONTACTED STEAMLINE GROUP, LLC FAIRVIEW TECHNOLOGY CENTER 11020 SOLWAY SCHOOL RD STE 101 KNOXVILLE, TN 37931 - LEFT MESSAGE FOR SERVICE ON PINEY BOWES FD40 STANDALONE FOLDER SERIAL: 0000912631 DID - NOT RESPOND PHONE: 1-865-622-9212
Search
OK
Cancel

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:** 11/05/2012

TO: Mary Garcia **DEPARTMENT:** (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar CS. **PHONE:** (956)-318-2511 ext 4625

REFERENCE: PITNEY BOWES INC. Invoice #412764

THE FOLLOWING DOCUMENT (S), i.e. *Invoice #412764* IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☑ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: Per policies and procedures, 3 quotes should have been obtained. Please contact purchasing on how to proceed.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

Purchase Order

COUNTY OF HIDALGO

PO#: 682980

DATE: 10/25/12

VENDOR: 344478 REQ:00220627

Email:

Phone:(800)228-1071

PITNEY BOWES INC.
P.O. BOX 371896
PITTSBURGH PA 15250-7896

Vendor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

Special Instructions:

Contract No:

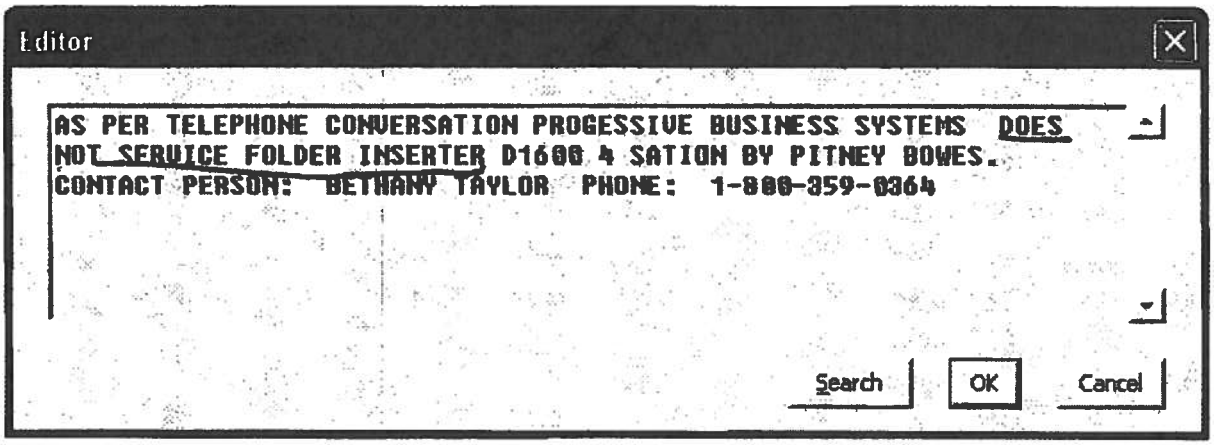
C-132

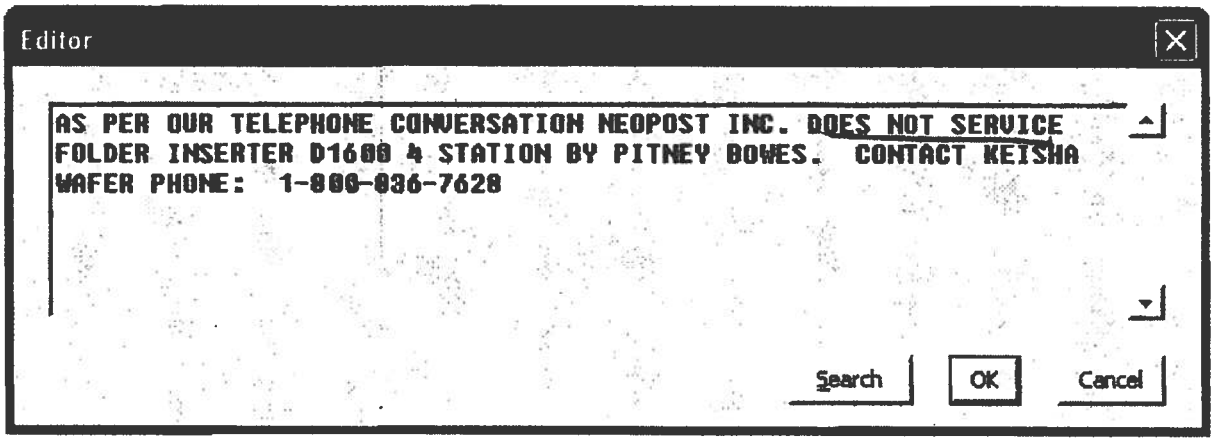
VENDOR NOTES

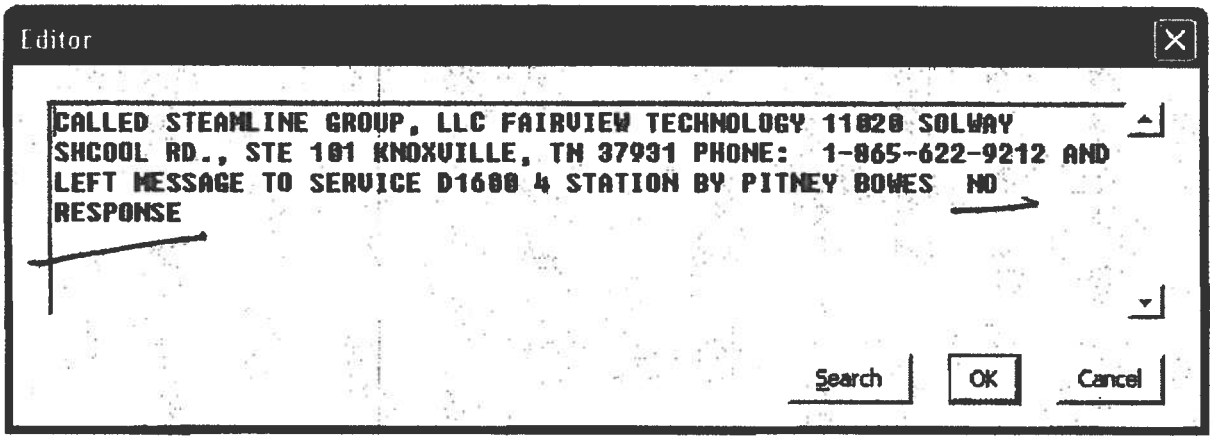
1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES 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 93955 6,658.52		
1	YEAR	OM EQUIPMENT MAINTENANCE SERVICE AGREEMENT FOR FOLDER INSERTER D1600 4 STATION PRODUCT CODE: (PCN): D164 SERIAL#: 0000000491 FOR PERIOD: 09/01/12 - 08/31/13 INSTALL ACCT#: 1802-3757-86-9 MACHINE IS LOCATED AT 2804 S BUS HWY 281 EIDNBURG, TX 78539	1,702.40	1,702.40
1			.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,702.40
		********** For Hidalgo County use only 2-1100-415-15-140-001-0-432 1,702.40		
		Approved ----------		
		no cc approval		
		Mati		

Authorized by: Martha L. Salazar


Editor
AS PER TELEPHONE CONVERSATION PROGESSIVE BUSINESS SYSTEMS DOES NOT SERVICE FOLDER INSERTER D1600 4 SATION BY PITNEY BOWES.
CONTACT PERSON: BETHANY TAYLOR PHONE: 1-800-359-0364
Search
OK
Cancel


Editor
AS PER OUR TELEPHONE CONVERSATION NEOPOST INC. DOES NOT SERVICE FOLDER INSERTER D1600 4 STATION BY PITNEY BOWES. CONTACT KEISHA WAFER PHONE: 1-800-836-7628
Search
OK
Cancel


Editor
CALLED STEAMLINE GROUP, LLC FAIRVIEW TECHNOLOGY 11820 SOLWAY SHCOOL RD., STE 101 KNOXVILLE, TN 37931 PHONE: 1-865-622-9212 AND LEFT MESSAGE TO SERVICE D1600 4 STATION BY PITNEY BOWES NO RESPONSE
Search
OK
Cancel

PitneyBowes

Service invoice
August 1, 2012

Billing acct number 1802-3757-86-9
Invoice number 412764

MAIL
AUG 0 2 2012
Hidalgo County Tax Office
Received

Req# 220627

Service invoice details

Invoice Number	Invoice Date	Invoice Total
412764	08/01/12	

Install account number: 1802-3757-86-9
Installed at: Hidalgo Co. Tax Office, 2802 S Business Hwy 281, Edinburg TX, 78539-4582

Item 1 For Period: 09/01/12 - 08/31/13
Product Code (PCN): DI64 Serial #: 0000000491
Description: Equipment Maintenance, DI600 4 station

Service Level Agreement Charges	State Tax	County Tax	City Tax	Item Total
$1,702.40	$0.00	$0.00	$0.00	$1,702.40

Total for invoice # 412764 $1,702.40

Important information

This transaction is governed by the terms and conditions of the applicable Pitney Bowes agreement, current as of the date of this invoice unless otherwise agreed to in writing by the parties.

Payment

- If your check is returned, you're liable for any charges we incur.
- If you make a partial payment of the Payment due, it doesn't change your contract or your obligations to us.

Returns: Check your agreement with us for our return policy on equipment, postage meters and software that you have purchased, licensed, leased or rented from Pitney Bowes.

01300100119100001001080012012

You can pay your bill:

- Online at **www.pb.com/myaccount**
- By credit card, over the phone at **1-800-228-1071**
- By check, made payable to Pitney Bowes and sent with this *payment coupon* to:
  Pitney Bowes Inc
  PO Box 371896
  Pittsburgh, PA 15250-7896

Change of contact information?

Please give us the new information below or update at www.pb.com/support/addresschange.

Company name	Billing acct number 1802-3757-86-9
Address (number and street)	Suite No.
City	State / Zip code
Business telephone / Extension	Business fax
E-mail address	
Contact name (first last)	

Pitney Bowes

Service invoice# 412764

August 1, 2012

Account name
Hidalgo Co Tax Office

Billing acct number
1802-3757-86-9

Invoice number
412764

Online Account Management

Thank you for signing up at www.pb.com/myaccount.
As a reminder your billing account number is: **18023757869**

Questions about your bill?

From **8 a.m. to 8 p.m. EST** call **1-800-228-1071**

Important Contact Information

- Pay by Phone: **1-800-228-1071**
  Enter **18023757869** as your acct number
- Service on your product: **1-800-522-0020**
- Add Postage to your Meter: **1-800-243-7800**
- To order Supplies: **1-800-243-7824** or visit www.pb.com/supplies.

Invoice Summary

Service charges	$1,702.40
Total tax	$0.00
Payment due by August 31, 2012	**$1,702.40**

See reverse side for invoice details.

Proposed changes to the USPS Network may affect mail delivery times.
To avoid delays and late fees, please allow 7-10 business days for payments to be received. Be sure to include your account number on your check. To view and manage your account online, go to www.pb.com/myaccount.

Create, Send and Track Email Marketing Campaigns
With pbSmartConnections, you can easily create email campaigns with our ready-to-use templates and tools. Promote sales, send invitations, and publish newsletters to your customers. As a valuable PB customer, you'll receive preferred pricing at 20% off standard rates. Try it free for 30 days. Just go to www.pitneyworks.com/email or call (800) 376-3093 ext. 1030.

INVOICE RECEIVED BY: on 10/25/12
GOODS/SERVICES RECEIVED BY: on 10-2012
P.O.# 682980
21100-415-15-140-001-0432

Avoid late charges - Mail your payment with the coupon below and allow up to 7-10 days for mail and processing time.

DUNS 00116-1793, TAX ID 06-0495050

Tear off here

N-001191

Pitney Bowes
2225 American Drive
Neenah, WI 54956-1005
01300100119100001001080120 12

Pitney Bowes payment coupon
If you've chosen not to pay online, please include this payment coupon with your payment.

Billing acct number: 1802-3757-86-9
Invoice date: Aug 1, 2012 **Invoice #: 412764**
Payment amount due: $1,702.40 **Due date: Aug 31, 2012**

Amount paid $

71180237578690000412764000017024000

18023757869

PITNEY BOWES INC
PO BOX 371896
PITTSBURGH PA 15250-7896

HIDALGO CO TAX OFFICE
2802 S BUSINESS HWY 281
EDINBURG TX 78539-4582

Matilde Faz

From: Maria Garcia [maria.garcia@hidalgocountytax.org]
Sent: Monday, October 22, 2012 8:19 AM
To: Matilde Faz
Subject: FW: Pitney Bowes Terms

This is what I had forwarded to you☺

Mary Garcia - Jackson
Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2157
Fax: (956) 318-2733
"I can do all things through Christ which strengtheneth me." PHILIPPIANS 4:13

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, October 03, 2012 11:25 AM
To: 'Martha Salazar'
Cc: 'Matilde Faz'; Maria Garcia; 'darlene betancourt'
Subject: RE: Pitney Bowes Terms

Marty,

In reviewing the contract again, the provision applies under the Purchase Power program, not the presort services as indicated below by Pitney-Bowes. Regardless, I believe the provision is unenforceable so if this is the only item holding up approval, go ahead and place this item on the agenda.

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

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the

AI-35441 **Purchasing Department** **19. D. 1.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of RFSQ received from Commercial Kitchen as further detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for RFSQ titled: Hidalgo County Sheriff's Office-" Maintenance & Repair of Kitchen Equipment and Appliance" through project No.: 2012-186A-MEG

BACKGROUND

1. Upon approval by Commissioner's Court the contract will commence on January 1, 2013.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

2013 Budget $77,000

2012 Available balance as of 12-14-12 $19,008.65

Attachments

Tabulation Sheet

Recommendation sheet

Contract

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2012 11:45 AM
Budget & Management	Obdett Calzada	12/13/2012 01:59 PM
Manuel Chapa	Manuel Chapa	12/14/2012 09:05 AM
Auditor's Office	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Elena Gomez Started On: 11/28/2012 09:35 AM

Final Approval Date: 12/14/2012

TABULATION SHEET
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances@ Jail"
RFSQ NO. 2012-186A-11-09-MEG

NIGP CODE: 936-30

COMMERICAL KITCHEN –McAllen, Texas							
#	Description	Serial #	Hourly rate for Repair & Maintenance	Mark Up (%) Rate For Parts:	Response time 8-5 PM	Response Time after Hours, Weekends & Holidays	Warranty
1	Braising Pan, Ml52351	46-2002177	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
2	Braising Pan, Ml52351	46-2004677	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
3	Vulcan Gas Convection	481396552	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
4	Vulcan Gas Convection	481396554	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
5	Vulcan Gas Convection	481396555	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
6	Vulcan Gas Convection	481396556	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
7	Battered Fryers W/F	481395770	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
8	Med Duty Gas Range	481394777	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
9	Griddle **Obsolete	601111063	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
10	1 Sec Hot Box Wide	058327-C	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
11	1 Sec Hot Box Wide	058328-C	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
12	Buffalo Chopper	561-146623	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
13	Food Slicer	146745/146747	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
14	Braising Pan ML 126848	46-3002284	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
15	Compact Water Softener	00741129	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
16	Combi Oven	DR 1000804	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
17	Combi Oven	DR 1000815	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
18	Food Slicer	561146745	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
19	Four Open Top Burner	481703388	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
20	Vulcan Gas Convention	481704397	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
21	Vulcan Gas Convention	481701269	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
22	Vulcan Gas Convention	481704271	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
23	Vulcan Gas Convention	481704270	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days
24	Dish Washing Machine	271192621	78.00 per hr + 65.00 srvs for ea call	0.00	4 hrs	4 hrs	90 days

MEMORANDUM

To: Commander Rene Gonzalez
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

From: **Elena Gomez**, Buyer II
Hidalgo County Purchasing Dept.

Date: November 13, 2012

Re: RFSQ No. 2012-186A-11-09-MEG-**HIDALGO COUNTY SHERIFF'S OFFICE-**
"Maintenance and Repair of Kitchen Equipment & Appliance"

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, November 26, 2012 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
	Award To Commercial Kitchen
BUDGET ACCOUNT #: 2-1100-423-21-280-002-0-432	

Authorized Signature | Cmdr. Rene Gonzalez (Printed Name) | HCSO (Department) | 11-27-12 (Date)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-186A-12-18

THIS CONTRACT is made and entered into this **18th** day of **December, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **Greenwich Inc.,** d/b/a **Commercial Kitchen Parts & Service** ("Company").

WHEREAS, Company responded to notices of Request for Sealed Quotes (RFSQ) for **"Maintenance & Repairs of Kitchen Equipment and Appliances at the Jail" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, attached hereto and incorporated herein the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards,

comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **JANUARY 1, 2013** and expiring on **DECEMBER 31, 2013**, but in no event to exceed the ($50,000.00 statutory bid limit per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto and incorporated herein payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and

shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County:	The County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company	Greenwich, Inc. d/b/a Commercial Kitchen Parts & Service Attn: Carl McNeal, Director of Sales 221 North McColl McAllen, Texas, 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2012.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: GREENWICH, INC. d/b/a
COMMERCIAL KITCHEN PARTS & SERVICE

By:_____

Printed Name: CARL McNEAL

Title: DIRECTOR OF SALES

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 24, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR SEALED QUOTES
"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"
RFSQ: 2012-186A-11-09-MEG

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTES CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE
" MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ: 2012-186A-11-04-MEG

1. Request for Sealed Quotes Letter, consisting of _1__ page.
2. Legal Notice, consisting of _8_ pages.
3. Exhibit "A" Specifications consisting of __4__ pages.
4. Exhibit "B" Bid Page consisting of __2__ page.
5. Exhibit "C" Insurance Requirements, consisting of _4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1_ page.
7. Bidder/Vendor Application, consisting of _2_ pages.
8. Tax form W-9 consisting of __4__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of _8_pages.

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Elena Gomez, Buyer II

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

DUE DATE: NOVEMBER 09, 2012

Contact Person:

Elena Gomez, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ NO. 2012-186A-11-09-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 11:00 a.m., FRIDAY, NOVEMBER 09, 2012 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ. NO. 2012-186A-11-09-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:

a) Name and address of successful Participant
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Sealed Quote Opening, 11:00 AM	**NOVEMBER 09, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~
- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If during the life of any contract or RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like,

arising out of the goods and services provided by successful Participant.

28. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2012-186A-11-09-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SPECIFICATIONS:

Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

SCOPE

The scope of this contract is to furnish preventive maintenance **ON AS NEEDED BASIS,** all labor, materials, tools, equipment, and supervision for repairing the following kitchen equipment for the Hidalgo County Sheriff's Office.

METHOD OF AWARD may be awarded on a lowest Hourly rate received, highest % mark-up for parts and response time.

For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

The requirements listed above are intended as an aid to the Contractor to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

All work for repairs must be performed on a time and materials basis.

TOOLS, EQUIPMENT, MATERIALS AND JOB SITE SAFETY

It must be the sole responsibility of the Contractor performing services for the contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

All work being performed for and/or on Hidalgo County property shall fully conform to all local, state and federal safety regulations, which may include, but not limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

REQUIREMENTS:

- **Repair Service:** All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- **Replacement Parts:** All replacement parts will be provided pursuant to the term contract.
- **Service Calls:** All service call will have a response within twelve (12) hours.
- **All services** will be done on an **"As Needed Basis".**
- Vendors submitting bid must warranty all services performed/parts.
- Costs are to be net F.O.B. County Prepaid.

TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the $50,000.00 (per year) statutory bid limit.

2. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.

3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.

5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit C Insurance Requirements.

8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or

supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Elena Gomez, Buyer II, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday October 31, 2012 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 2, 2012 by 5:00 p.m.

EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

#	MODEL	DESCRIPTION	SERIAL #
I	G40TB-SEFACS	Braising Pan, Ml52351	46-2002177
2	G40TB-SEFACS	Braising Pan, Ml52351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770
8	60-SEFBAZ	Med Duty Gas Range	481394777
9	972A-SEFBGE	Griddle **Obsolete	601111063
10	RW132W	1 Sec Hot Box Wide	058327-C
11	RW132W	1 Sec Hot Box Wide	058328-C
12	84186	Buffalo Chopper	561-146623
13	2612C	Food Slicer	146745/146747
14	VG 40	Braising Pan ML 126848	46-3002284
15	WS 55	Compact Water Softener	00741129
16	CE 10FD	Combi Oven	DR 1000804
17	CE 10 FD	Combi Oven	DR 1000815
18	2612 C	Food Slicer	561146745
19	V4 B36S-504	Four Open Top Burner	481703388
20	VC4GD-SEFCAG	Vulcan Gas Convention	481704397
21	VC4GD-SEFCAG	Vulcan Gas Convention	481701269
22	VC4GD-SEFCAG	Vulcan Gas Convention	481704271
23	VC4GD-SEFCAG	Vulcan Gas Convention	481704270
24	FT900S	Dish Washing Machine	271192621

EXHIBIT "B"
Quote Page

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

NIGP CODE: 936-30

#	Model	Description	Serial #	Hourly rate for Repair & Maintenance	Mark Up (%) Rate For Parts:	Response time 8-5 PM	Response Time after Hours, Weekends & Holidays	Warranty
1	G40TB-SEFACS	Braising Pan, Ml52351	46-2002177					
2	G40TB-SEFACS	Braising Pan, Ml52351	46-2004677					
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552					
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554					
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555					
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556					
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770					
8	60-SEFBAZ	Med Duty Gas Range	481394777					
9	972A-SEFBGE	Griddle **Obsolete	601111063					
10	RW132W	1 Sec Hot Box Wide	058327-C					
11	RW132W	1 Sec Hot Box Wide	058328-C					
12	84186	Buffalo Chopper	561-146623					
13	2612C	Food Slicer	146745/146747					
14	VG 40	Braising Pan ML 126848	46-3002284					
15	WS 55	Compact Water Softener	00741129					
16	CE 10FD	Combi Oven	DR 1000804					
17	CE 10 FD	Combi Oven	DR 1000815					
18	2612 C	Food Slicer	561146745					
19	V4 B36S-504	Four Open Top Burner	481703388					
20	VC4GD-SEFCAG	Vulcan Gas Convention	481704397					
21	VC4GD-SEFCAG	Vulcan Gas Convention	481701269					
22	VC4GD-SEFCAG	Vulcan Gas Convention	481704271					
23	VC4GD-SEFCAG	Vulcan Gas Convention	481704270					
24	FT900S	Dish Washing Machine	271192621					

Exhibit "B" page 1 of 2

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone #: ( ) _____

Fax No. :( )_____

Cell # _____

Authorized Signature: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S SEALED QUOTES

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2012-186A-11-09-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: Commercial Kitchen
Address: 221 N. McColl, McAllen, TX 78501
By: [signature]
Printed Name: Carl McNear
Title: Director of Sales

EXHIBIT "B"
Quote Page

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

NIGP CODE: 936-30

#	Model	Description	Serial #	Hourly rate for Repair & Maintenance	Mark Up (%) Rate For Parts:	Response time 8-5 PM	Response Time after Hours, Weekends & Holidays	Warranty
1	G40TB-SEFACS	Braising Pan, MI52351	46-2002177	$78.00/hr. + 65.00 Service Fee on each call	MFG List price is used for parts pricing & mark up from list.	4 hours	4 hours	90 days
2	G40TB-SEFACS	Braising Pan, MI52351	46-2004677					
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552					
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554					
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555					
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556					
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770					
8	60-SEFBAZ	Med Duty Gas Range	481394777					
9	972A-SEFBGE	Griddle **Obsolete	601111063					
10	RW132W	1 Sec Hot Box Wide	058327-C					
11	RW132W	1 Sec Hot Box Wide	058328-C					
12	84186	Buffalo Chopper	561-146623					
13	2612C	Food Slicer	146745/146747					
14	VG 40	Braising Pan ML 126848	46-3002284					
15	WS 55	Compact Water Softener	00741129					
16	CE 10FD	Combi Oven	DR 1000804					
17	CE 10 FD	Combi Oven	DR 1000815					
18	2612 C	Food Slicer	561146745					
19	V4 B36S-504	Four Open Top Burner	481703388					
20	VC4GD-SEFCAG	Vulcan Gas Convention	481704397					
21	VC4GD-SEFCAG	Vulcan Gas Convention	481701269					
22	VC4GD-SEFCAG	Vulcan Gas Convention	481704271					
23	VC4GD-SEFCAG	Vulcan Gas Convention	481704270					
24	FT900S	Dish Washing Machine	271192621					

Exhibit "B" page 1 of 2

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

Bidder/Company Name: Commercial Kitchen

Address: 221 N. McColl

City/State/Zip Code: McAllen, TX 78501

Phone #: ( ) (800) 292-2120

Fax No. :( ) 210 735 7421

Cell # N/A

Authorized Signature: Carl

Printed Name: Carl McNeal

Title: Director of Sales

Exhibit "B" page 2 of 2

EXHIBIT "C"
INSURANCE REQUIREMENTS

COMME-5 OP ID: TO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/12

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 Frost Insurance - San Antonio 3611 Paesanos Pkwy, Suite 100 San Antonio, TX 78231 Wagoner/Rakestraw AE Phone: 210-220-6420 Fax: 210-220-6460	CONTACT NAME: Stephanie Dauphin PHONE (A/C, No, Ext): 210-220-6425 FAX (A/C, No): 210-220-6460 E-MAIL ADDRESS: sdauphin@frostinsurance.com
INSURED Greenwich, Inc. dba Commercial Kitchen Parts & Service P O Box 831128 San Antonio, TX 78283	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : America First Lloyds Ins Co INSURER B : Service Lloyds INSURER C : Twin City Fire — 29459 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CBP3522378	06/01/12	06/01/13	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA3522373	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 25000			CU8775796	06/01/12	06/01/13	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SRZD22213-12	06/01/12	06/01/13	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
C	Crime			00KB0224986	06/02/12	06/02/13	Employee Theft	250,000

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

See Notepad

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Hwy. Business 281
Edinburgh, TX 78630

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

Shanan Wagoner

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

General Liability Additional Insured-Automatic Status When Required In Construction Agreement with You-Contractors-Completed Operations CG22-135 (04-11) Section IV: a. Primary Insurance
General Liability Additional Insured-Owners, Lessees or Contractors-Automatic Status When Required In Construction Agreement With You CG22-132 (01-08)
General Liability Waiver of Transfer of Rights of Recovery Against Others to Us-When Required In a Contract or Agreement with You. CG22-126 (01/08)
General Liability Amendment of Cancellation Provisions or Coverage Change, Blanket as Required By Written Contract, 30 days CG0205 (01/96)
WC Texas Waiver of Our Right to Recover From Others Endorsement WC420304A
Auto Waiver of Transfer of Rights of Recovery Against Others to Us-As Required By Written Contract 16-87 (11/09)
Business Auto Extension Endorsement Additional Insured by Contract, Agreement or Permit #4 16-59f (05/04)
Auto Amendment of Cancellation Provisions or Coverage Change, Blanket as Required By Written Contract, 30 days 17-59CA (06/94)
Auto Additional Insured-Lessor CA20010299
Texas Notice of Material Change Endorsement 30 days, WC420601

comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **JANUARY 1, 2013** and expiring on **DECEMBER 31, 2013**, but in no event to exceed the ($50,000.00 statutory bid limit per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto and incorporated herein payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and

shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County:	The County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company	Greenwich, Inc. d/b/a Commercial Kitchen Parts & Service Attn: Carl McNeal, Director of Sales 221 North McColl McAllen, Texas, 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2012.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: GREENWICH, INC. d/b/a
COMMERCIAL KITCHEN PARTS & SERVICE

By:_____

Printed Name: CARL McNEAL

Title: DIRECTOR OF SALES

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 24, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR SEALED QUOTES
"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"
RFSQ: 2012-186A-11-09-MEG

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTES CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE
" MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ: 2012-186A-11-04-MEG

1. Request for Sealed Quotes Letter, consisting of _1__ page.
2. Legal Notice, consisting of _8_ pages.
3. Exhibit "A" Specifications consisting of __4__ pages.
4. Exhibit "B" Bid Page consisting of __2__ page.
5. Exhibit "C" Insurance Requirements, consisting of _4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1_ page.
7. Bidder/Vendor Application, consisting of _2_ pages.
8. Tax form W-9 consisting of __4__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of _8_pages.

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Elena Gomez, Buyer II

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

DUE DATE: NOVEMBER 09, 2012

Contact Person:

Elena Gomez, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ NO. 2012-186A-11-09-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 11:00 a.m., FRIDAY, NOVEMBER 09, 2012 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ. NO. 2012-186A-11-09-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:

a) Name and address of successful Participant
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Sealed Quote Opening, 11:00 AM	**NOVEMBER 09, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~
- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If during the life of any contract or RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like,

arising out of the goods and services provided by successful Participant.

28. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2012-186A-11-09-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SPECIFICATIONS:

Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

SCOPE

The scope of this contract is to furnish preventive maintenance **ON AS NEEDED BASIS,** all labor, materials, tools, equipment, and supervision for repairing the following kitchen equipment for the Hidalgo County Sheriff's Office.

METHOD OF AWARD may be awarded on a lowest Hourly rate received, highest % mark-up for parts and response time.

For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

The requirements listed above are intended as an aid to the Contractor to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

All work for repairs must be performed on a time and materials basis.

TOOLS, EQUIPMENT, MATERIALS AND JOB SITE SAFETY

It must be the sole responsibility of the Contractor performing services for the contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

All work being performed for and/or on Hidalgo County property shall fully conform to all local, state and federal safety regulations, which may include, but not limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

REQUIREMENTS:

- **Repair Service:** All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- **Replacement Parts:** All replacement parts will be provided pursuant to the term contract.
- **Service Calls:** All service call will have a response within twelve (12) hours.
- **All services** will be done on an **"As Needed Basis".**
- Vendors submitting bid must warranty all services performed/parts.
- Costs are to be net F.O.B. County Prepaid.

TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the $50,000.00 (per year) statutory bid limit.

2. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.

3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.

5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit C Insurance Requirements.

8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or

supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Elena Gomez, Buyer II, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday October 31, 2012 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 2, 2012 by 5:00 p.m.

EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

#	MODEL	DESCRIPTION	SERIAL #
I	G40TB-SEFACS	Braising Pan, Ml52351	46-2002177
2	G40TB-SEFACS	Braising Pan, Ml52351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770
8	60-SEFBAZ	Med Duty Gas Range	481394777
9	972A-SEFBGE	Griddle **Obsolete	601111063
10	RW132W	1 Sec Hot Box Wide	058327-C
11	RW132W	1 Sec Hot Box Wide	058328-C
12	84186	Buffalo Chopper	561-146623
13	2612C	Food Slicer	146745/146747
14	VG 40	Braising Pan ML 126848	46-3002284
15	WS 55	Compact Water Softener	00741129
16	CE 10FD	Combi Oven	DR 1000804
17	CE 10 FD	Combi Oven	DR 1000815
18	2612 C	Food Slicer	561146745
19	V4 B36S-504	Four Open Top Burner	481703388
20	VC4GD-SEFCAG	Vulcan Gas Convention	481704397
21	VC4GD-SEFCAG	Vulcan Gas Convention	481701269
22	VC4GD-SEFCAG	Vulcan Gas Convention	481704271
23	VC4GD-SEFCAG	Vulcan Gas Convention	481704270
24	FT900S	Dish Washing Machine	271192621

EXHIBIT "B"
Quote Page

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

NIGP CODE: 936-30

#	Model	Description	Serial #	Hourly rate for Repair & Maintenance	Mark Up (%) Rate For Parts:	Response time 8-5 PM	Response Time after Hours, Weekends & Holidays	Warranty
1	G40TB-SEFACS	Braising Pan, Ml52351	46-2002177					
2	G40TB-SEFACS	Braising Pan, Ml52351	46-2004677					
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552					
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554					
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555					
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556					
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770					
8	60-SEFBAZ	Med Duty Gas Range	481394777					
9	972A-SEFBGE	Griddle **Obsolete	601111063					
10	RW132W	1 Sec Hot Box Wide	058327-C					
11	RW132W	1 Sec Hot Box Wide	058328-C					
12	84186	Buffalo Chopper	561-146623					
13	2612C	Food Slicer	146745/146747					
14	VG 40	Braising Pan ML 126848	46-3002284					
15	WS 55	Compact Water Softener	00741129					
16	CE 10FD	Combi Oven	DR 1000804					
17	CE 10 FD	Combi Oven	DR 1000815					
18	2612 C	Food Slicer	561146745					
19	V4 B36S-504	Four Open Top Burner	481703388					
20	VC4GD-SEFCAG	Vulcan Gas Convention	481704397					
21	VC4GD-SEFCAG	Vulcan Gas Convention	481701269					
22	VC4GD-SEFCAG	Vulcan Gas Convention	481704271					
23	VC4GD-SEFCAG	Vulcan Gas Convention	481704270					
24	FT900S	Dish Washing Machine	271192621					

Exhibit "B" page 1 of 2

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone #: ( ) _____

Fax No. :( )_____

Cell # _____

Authorized Signature: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S SEALED QUOTES

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2012-186A-11-09-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: Commercial Kitchen
Address: 221 N. McColl, McAllen, TX 78501
By: [signature]
Printed Name: Carl McNear
Title: Director of Sales

EXHIBIT "B"
Quote Page

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

NIGP CODE: 936-30

#	Model	Description	Serial #	Hourly rate for Repair & Maintenance	Mark Up (%) Rate For Parts:	Response time 8-5 PM	Response Time after Hours, Weekends & Holidays	Warranty
1	G40TB-SEFACS	Braising Pan, MI52351	46-2002177	$78.00/hr. + 65.00 Service Fee on each call	MFG List price is used for parts pricing & mark up from list.	4 hours	4 hours	90 days
2	G40TB-SEFACS	Braising Pan, MI52351	46-2004677					
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552					
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554					
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555					
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556					
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770					
8	60-SEFBAZ	Med Duty Gas Range	481394777					
9	972A-SEFBGE	Griddle **Obsolete	601111063					
10	RW132W	1 Sec Hot Box Wide	058327-C					
11	RW132W	1 Sec Hot Box Wide	058328-C					
12	84186	Buffalo Chopper	561-146623					
13	2612C	Food Slicer	146745/146747					
14	VG 40	Braising Pan ML 126848	46-3002284					
15	WS 55	Compact Water Softener	00741129					
16	CE 10FD	Combi Oven	DR 1000804					
17	CE 10 FD	Combi Oven	DR 1000815					
18	2612 C	Food Slicer	561146745					
19	V4 B36S-504	Four Open Top Burner	481703388					
20	VC4GD-SEFCAG	Vulcan Gas Convention	481704397					
21	VC4GD-SEFCAG	Vulcan Gas Convention	481701269					
22	VC4GD-SEFCAG	Vulcan Gas Convention	481704271					
23	VC4GD-SEFCAG	Vulcan Gas Convention	481704270					
24	FT900S	Dish Washing Machine	271192621					

Exhibit "B" page 1 of 2

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

Bidder/Company Name: Commercial Kitchen

Address: 221 N. McColl

City/State/Zip Code: McAllen, TX 78501

Phone #: ( ) (800) 292-2120

Fax No. :( ) 210 735 7421

Cell # N/A

Authorized Signature: Carl

Printed Name: Carl McNeal

Title: Director of Sales

Exhibit "B" page 2 of 2

EXHIBIT "C"
INSURANCE REQUIREMENTS

COMME-5 OP ID: TO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/12

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 Frost Insurance - San Antonio 3611 Paesanos Pkwy, Suite 100 San Antonio, TX 78231 Wagoner/Rakestraw AE Phone: 210-220-6420 Fax: 210-220-6460	CONTACT NAME: Stephanie Dauphin PHONE (A/C, No, Ext): 210-220-6425 FAX (A/C, No): 210-220-6460 E-MAIL ADDRESS: sdauphin@frostinsurance.com
INSURED Greenwich, Inc. dba Commercial Kitchen Parts & Service P O Box 831128 San Antonio, TX 78283	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : America First Lloyds Ins Co INSURER B : Service Lloyds INSURER C : Twin City Fire — 29459 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CBP3522378	06/01/12	06/01/13	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA3522373	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 25000			CU8775796	06/01/12	06/01/13	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SRZD22213-12	06/01/12	06/01/13	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
C	Crime			00KB0224986	06/02/12	06/02/13	Employee Theft	250,000

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

See Notepad

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Hwy. Business 281
Edinburgh, TX 78630

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

Shanan Wagoner

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

General Liability Additional Insured-Automatic Status When Required In Construction Agreement with You-Contractors-Completed Operations CG22-135 (04-11) Section IV: a. Primary Insurance
General Liability Additional Insured-Owners, Lessees or Contractors-Automatic Status When Required In Construction Agreement With You CG22-132 (01-08)
General Liability Waiver of Transfer of Rights of Recovery Against Others to Us-When Required In a Contract or Agreement with You. CG22-126 (01/08)
General Liability Amendment of Cancellation Provisions or Coverage Change, Blanket as Required By Written Contract, 30 days CG0205 (01/96)
WC Texas Waiver of Our Right to Recover From Others Endorsement WC420304A
Auto Waiver of Transfer of Rights of Recovery Against Others to Us-As Required By Written Contract 16-87 (11/09)
Business Auto Extension Endorsement Additional Insured by Contract, Agreement or Permit #4 16-59f (05/04)
Auto Amendment of Cancellation Provisions or Coverage Change, Blanket as Required By Written Contract, 30 days 17-59CA (06/94)
Auto Additional Insured-Lessor CA20010299
Texas Notice of Material Change Endorsement 30 days, WC420601

From: Leticia Saenz [leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, December 10, 2012 10:40 AM
To: 'Elena Gomez'
Cc: 'Steve Crain'; 'Marynel Trevino'; 'Martha Salazar'; 'Darlene Betancourt'
Subject: FW: Review & Approval of Contract #C-12-186A-12-18-Greenwich, Inc dba Commercial Kitchen Parts & Svc

Importance: High

Ms. Elena-

Per conversation with Mr. Crain, advised that this agreement is fine. However, monitor the project not to exceed the $50k and in the future to advertise as Request for Sealed Bids (RFB) and not as Request for Sealed Quotes (RFSQs).

Thanks.

Letty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, December 10, 2012 9:53 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approval of Contract #C-12-186A-12-18-Greenwich, Inc dba Commercial Kitchen Parts & Svc

If this contract was advertised why are you limiting it to $50,000?

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, December 10, 2012 8:50 AM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Elena Gomez'
Subject: Review & Approval of Contract #C-12-186A-12-18-Greenwich, Inc dba Commercial Kitchen Parts & Svc

Mr. Crain-

Please review and approve as to form attached, **Contract #C-12-186A-12-18-Greenwich, Inc.** d/b/a **Commercial Kitchen Parts & Service**.

Note: will be placed on next week's CC agenda for final approval.

Please advise.

Thanks.

cid:image001.jpg@01CDD2C4.9E3E04E0

AI-35522 **Purchasing Department 19. E. 1.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting clarification and approval to amend the Sole Source Declaration (previously approved by CC on December 20, 2011-AI#30195) with Weidenhammer Systems Corporation for the continuous services of the Alio maintenance and support agreement services as well as any future purchases of equipment, license, software, maintenance and support services for Auditor's Office Alio in place through the life term of the equipment/software/hardware/maintenance/support services in place; and

b. Approval to pay the annual maintenance and support renewal fees in the amount of $38,270.00 for fiscal year 01/01/13-12/31/13 including the signing of required documents by County Judge or Court Member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-21-170-001-0-336

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

BUDGETARY IMPACT:

2013 Budgeted amount is $41,000.00.

Attachments

Previous Agenda

Renewal Documentation

CORRESPONDENCE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2012 12:56 PM
Budget & Management	Obdett Calzada	12/13/2012 02:05 PM
Erika Zamora	Erika Zamora	12/14/2012 02:49 PM
Auditor's Office	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Vangie Garcia Started On: 11/30/2012 10:52 AM

Final Approval Date: 12/14/2012

AI-30195 **20. A. 8.**

CC REGULAR

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar

Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Maintenance and Support Services Agreement" with Weidenhammer Systems Corporation;

b. Approval of a "Sole Source Declaration" with authority to purchase and enter into a 12 month renewal maintenance and support services agreement with Weidenhammer Systems Corporation as required by the Auditor's Office in the amount of $37,151.00 for fiscal year 01/01/12-12/31/2012 including the signing of required documents by County Judge or Court Member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-21-170-001-0-336

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

BUDGETARY IMPACT:

2012 Budget $41,000.

Attachments

Government Code
Renewal_Agreement
2012_Budget
Sole Source_Memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/15/2011 09:54 AM
Budget & Management	Merlen P. Munoz	12/15/2011 09:55 AM
Erika Zamora	Erika Zamora	12/15/2011 04:14 PM
Auditor's Office	Angela Garcia	12/16/2011 01:30 PM

Form Started By: Blanca Mayorga Started On: 12/14/2011 03:42 PM

Final Approval Date: 12/16/2011

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

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: December 14, 2011

RE: "Sole Source Declaration" – Weidenhammer Systems Corporation

---

The Hidalgo County Auditor's Office/Department possesses and utilizes the current financial account system since 2001's upgrade approved by Hidalgo County Commissioners Court which includes a Software License, Maintenance and Support Agreement.

In 2007 the original vendor information Design, Inc. was acquired by Weidenhammer Systems Corporation. Maintenance Renewal for the financial accounting system has continued under Weidenhammer as they have proprietary ownership of the license and software used by Hidalgo County Auditor;

Therefore, the Hidalgo County Auditor's Office requires the continued renewal of the Software License, Maintenance and Support Agreement with Weidenhammer Systems Corporation.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Weidenhammer

RECEIVED BY
COUNTY AUDITOR

alio Maintenance Renewal

2012 SEP 25 AM 9 42

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Current Contract End Date: 12/31/12

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alio applications for which you receive support. This signed Alio Maintenance Renewal Authorization needs to be returned to the attention of Shelly Stoffer, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4846.

Additionally, please review the enclosed Memo concerning our new Extended maintenance plans.

Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alio Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,347.00
SALARY ADMINISTRATION	$2,212.00
SALARY ADMIN/POSITION CONTROL	$2,435.00
FINANCIAL ACCOUNTING SYSTEM	$11,265.00
BUDGETARY PREPARATION SYSTEM	$3,317.00
CHECK RECONCILIATION SYSTEM	$480.00
ORACLE DB STANDARD EDITION	$980.00
FIXED ASSET INVENTORY SYSTEM	$2,318.00
ORACLE APP ENTERPRISE EDITION	$3,916.00
Total	$38,270.00

Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,

Samuel Morgan, Director
Weidenhammer Systems Corporation

Weidenhammer

MEMO

TO: Weidenhammer **alio**® Clients

FROM: Sam Morgan, Vice President
Education Solutions Division

DATE: June 18, 2012

SUBJECT: **INTRODUCING NEW EXTENDED MAINTENANCE PLANS FOR 2012 - 2013**

Weidenhammer is pleased to announce the addition of four new Extended Maintenance plans for fiscal year 2012-2013!

Our **Basic** annual maintenance plan offering remains the same as last year. As always, it includes phone support and free recorded web training sessions for fiscal and calendar year end.

In addition to phone support and free recorded web training sessions for year end, our new **Bronze** Plan includes the ability to register one person to go to our user conference, including registration fees, hotel, airfare from a major airport in your State, and meals once the conference starts.

Our new **Silver** plan is the same as the Bronze plan, above; however, instead of 1 person, you may register 2 people to attend our user conference.

Our new **Gold** plan is the same as the Bronze plan, but allowing you to register 4 people to attend our user conference.

Our new **Platinum** plan is the same as the Bronze plans, but allowing you to register 6 people to attend our user conference.

We trust that you will recognize the value in these new offerings and make it easier for some of you to attend our user conference.

Please review your Maintenance Renewal Authorization and record your selection on the authorization. The authorization should be signed, dated, and mailed to Weidenhammer with your selection.

If you have any questions, please contact me at extension 8637, or (800) 245-7895.

Thank you!

SCANNED
SEP 25 2012
INITIALS:

Weidenhammer

alio Maintenance Renewal Authorization

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Current Contract End Date: 12/31/12

Maintenance Renewal Summary

Please read, sign and fax this form back to Weidenhammer at 610-396-4846 in order to renew your Maintenance Agreement. Note: if you require our invoice to include your purchase order number on it, then please fax your PO along with this form.

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.

Additionally, we ask that you check the appropriate box below for your new Extended Maintenance election.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,347.00
SALARY ADMINISTRATION	$2,212.00
SALARY ADMIN/POSITION CONTROL	$2,435.00
FINANCIAL ACCOUNTING SYSTEM	$11,265.00
BUDGETARY PREPARATION SYSTEM	$3,317.00
CHECK RECONCILIATION SYSTEM	$480.00
ORACLE DB STANDARD EDITION	$980.00
FIXED ASSET INVENTORY SYSTEM	$2,318.00

Weidenhammer

alio Maintenance Renewal Authorization

ORACLE APP ENTERPRISE EDITION $3,916.00

Total $38,270.00

Plan	AMOUNT	
Basic	0	
Bronze	$2,545	
Silver	$5,090	
Gold	$10,180	
Platinum	$15,270	

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

Authorized Signature

Print name, title, and date:

935 Berkshire Blvd · Wyomissing, PA 19610 www.hammer.net · 866-4WSC-CARE · Fax 610-396-4846

Weidenhammer

935 Berkshire Blvd.
Wyomissing, PA 19610
(610) 378-1149 Fax (610) 378-9409

RECEIVED BY
COUNTY AUDITOR
2011 DEC 6 AM 9 40

HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Invoice

Invoice #	133342
Date	12/06/2011

Customer: 816

PO# RENEWAL

HUMAN RESOURCE SYSTEM	01/01/12 - 12/31/12	11016.00
SALARY ADMINISTRATION	01/01/12 - 12/31/12	2147.00
SALARY ADMIN/POSITION CONTROL	01/01/12 - 12/31/12	2364.00
FINANCIAL ACCOUNTING SYSTEM	01/01/12 - 12/31/12	10936.00
BUDGETARY PREPARATION SYSTEM	01/01/12 - 12/31/12	3220.00
CHECK RECONCILIATION SYSTEM	01/01/12 - 12/31/12	466.00
ORACLE DB STANDARD EDITION	01/01/12 - 12/31/12	951.00
FIXED ASSET INVENTORY SYSTEM	01/01/12 - 12/31/12	2250.00
ORACLE APP ENTERPRISE EDITION	01/01/12 - 12/31/12	3801.00

37151.00

Terms			
Payment Expected By	01/05/2012	**Total Amount of Invoice**	$37,151.00

Weidenhammer

RECEIVED
COUNTY AUDITOR
2011 SEP 26 PM 3 59

Alio Maintenance Renewal

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Contract End Date: 12/31/11

Dear MR ALEJANDRO MORTERA,

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alio applications for which you receive support. This signed Alio Maintenance Renewal Authorization needs to be returned to the attention of Shelly Grier, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4846.

Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alio Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,016.00
SALARY ADMINISTRATION	$2,147.00
SALARY ADMIN/POSITION CONTROL	$2,364.00
FINANCIAL ACCOUNTING SYSTEM	$10,936.00
BUDGETARY PREPARATION SYSTEM	$3,220.00
CHECK RECONCILIATION SYSTEM	$466.00
ORACLE DB STANDARD EDITION	$951.00
FIXED ASSET INVENTORY SYSTEM	$2,250.00
ORACLE APP ENTERPRISE EDITION	$3,801.00
Total	$37,151.00

Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,

Samuel Morgan, Director
Weidenhammer Systems Corporation

SCANNED
SEP 27 2011
INITIALS

Weidenhammer

Alio Maintenance Renewal Authorization

RECEIVED BY
COUNTY AUDITOR
2011 SEP 26 PM 3 59

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Contract End Date: 12/31/11

Maintenance Renewal Summary

Please read, sign and fax this form back to Weidenhammer at 610-396-4846 in order to renew your Maintenance Agreement. Note: if you require our invoice to include your purchase order number on it, then please fax your PO along with this form.

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,016.00
SALARY ADMINISTRATION	$2,147.00
SALARY ADMIN/POSITION CONTROL	$2,364.00
FINANCIAL ACCOUNTING SYSTEM	$10,936.00
BUDGETARY PREPARATION SYSTEM	$3,220.00
CHECK RECONCILIATION SYSTEM	$466.00
ORACLE DB STANDARD EDITION	$951.00
FIXED ASSET INVENTORY SYSTEM	$2,250.00
ORACLE APP ENTERPRISE EDITION	$3,801.00
Total	$37,151.00

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

Authorized Signature

Print name, title, and date:

824 Adq r ghqd Akuc ÞV xnl hrr hmf +O@0850/ v v v -g` l l dqmdsÞ755,3V RB,B@QD ÞE` w50/ ,285,3735

Weidenhammer

Information ingenuity.

November 30, 2010

Mr. Alejandro Mortera
Hidalgo County Auditor's Office
2808 South business Highway 281
Edinburg, TX 78539

Subject: Confirmation of Sole Source Compliance by Vendor

Dear Ms Mitchell:

Please acknowledge this document as verification that Weidenhammer Systems Corporation is the owner of the alio suite of products for Business Administrative Software.

As such, Weidenhammer is the owner of the copyright and the sole source for procurement of alio software, support, enhancements and documentation.

Very truly yours,

Shelly D. Grier, Sr. Administrator
Weidenhammer Systems Corporation

935 berkshire blvd wyomissing pa 19610 phone 610.378.1149 fax 610.378.9409

CO AUDITOR

1100-415-21-170-001

Object #	Object Code Description	2011 Original Budget	2012 Budget Request	2012 Adopted Budget
111	OFFICIALS	$114,442.00	$0.00	$0.00
112	DEPARTMENT HEADS AND FOREMEN	$0.00	$114,442.00	$114,442.00
113	PERMANENT FULL-TIME EMPLOYEES	$1,880,996.00	$1,872,181.00	$1,872,181.00
115	LONGEVITY PAY	$9,300.00	$10,620.00	$10,620.00
117	SUPPLEMENTAL PAY	$11,500.00	$17,000.00	$17,000.00
118	AUTO ALLOWANCE	$6,000.00	$6,000.00	$6,000.00
211	HEALTH INSURANCE	$162,000.00	$187,380.00	$187,380.00
212	LIFE INSURANCE	$1,215.00	$1,215.00	$1,215.00
220	SOCIAL SECURITY CONTRIBUTIONS (FICA)	$154,702.00	$154,548.59	$154,548.59
230	RETIREMENT CONTRIBUTIONS	$194,136.00	$201,014.18	$201,014.18
250	UNEMPLOYMENT COMPENSATION	$10,112.00	$10,101.22	$10,101.22
336	COMPUTER SERVICES	$40,000.00	$41,000.00	$41,000.00
342	INFORMATION AND CREDIT SERVICES	$75.00	$1,400.00	$1,400.00
350	OTHER CONTRACTED SERVICES	$1,000.00	$1,000.00	$1,000.00
432	EQUIPMENT REPAIR & MAINTENANCE SERVIC	$3,000.00	$3,000.00	$3,000.00
442	RENTAL OF EQUIPMENT AND VEHICLES	$6,000.00	$100.00	$100.00
529	SURETY AND NOTARY BONDS	$500.00	$75.00	$75.00
531	TELEPHONE AND TELEGRAPH	$16,000.00	$16,000.00	$16,000.00
532	MOBILE PHONE	$1,200.00	$1,000.00	$1,000.00
535	POSTAGE AND EXPRESS MAIL CHARGES	$2,000.00	$2,000.00	$2,000.00
540	ADVERTISING	$5,000.00	$5,000.00	$5,000.00
550	PRINTING AND BINDING	$3,000.00	$3,000.00	$3,000.00
581	IN-COUNTY EMPLOYEE TRAVEL	$1,500.00	$1,500.00	$1,500.00
583	OUT-OF COUNTY EMPLOYEE TRAVEL	$15,000.00	$14,000.00	$14,000.00
584	REGISTRATION FEES	$15,000.00	$14,000.00	$14,000.00
601	OFFICE SUPPLIES	$22,000.00	$22,000.00	$22,000.00
607	CLEANING AND SANITATION SUPPLIES	$75.00	$75.00	$75.00
631	BOTTLED WATER	$1,000.00	$1,000.00	$1,000.00
640	BOOKS AND PERIODICALS	$5,000.00	$5,000.00	$5,000.00
661	MINOR OFFICE EQUIPMENT	$6,000.00	$6,000.00	$6,000.00
665	MINOR COMPUTER EQUIPMENT	$0.00	$5,000.00	$5,000.00
667	MINOR SOFTWARE	$2,000.00	$2,000.00	$2,000.00
745	COMPUTER EQUIPMENT	$5,000.00	$0.00	$0.00
780	CAPITAL LEASES	$0.00	$6,200.00	$6,200.00
810	DUES AND MEMBERSHIPS	$3,000.00	$3,000.00	$3,000.00
	TOTALS	$2,697,753.00	$2,727,851.98	$2,727,851.98
	SALARY EXPENSES	$2,544,403.00	$2,574,501.98	$2,574,501.98
	OPERATING EXPENSES	$153,350.00	$153,350.00	$153,350.00

Blanca Mayorga

From: Maria Medina [maria.medina@auditor.co.hidalgo.tx.us]
Sent: Tuesday, December 06, 2011 2:47 PM
To: 'Blanca Mayorga'
Subject: Obj. 336 for 2012
Attachments: 2012 County Auditor's Budget.PDF

Miss Blanca,
Linda would like the item for Weidenhammer, alio Maintenance Renewal, to be placed on the next agenda so the invoice can be paid. She asked me to send you the info where we have the monies available for 2012 and that we will submit for a requisition in early 2012.

Thank you.

Maria (Susie) Medina
Administrative Assistant II
Hidalgo County Auditor's Office
Phone: (956) 318-2511 ext. 4602
Fax: (956) 318-2577

Weidenhammer

RECEIVED BY
COUNTY AUDITOR

alio Maintenance Renewal

2012 SEP 25 AM 9 42

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Current Contract End Date: 12/31/12

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alio applications for which you receive support. This signed Alio Maintenance Renewal Authorization needs to be returned to the attention of Shelly Stoffer, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4846.

Additionally, please review the enclosed Memo concerning our new Extended maintenance plans.

Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alio Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,347.00
SALARY ADMINISTRATION	$2,212.00
SALARY ADMIN/POSITION CONTROL	$2,435.00
FINANCIAL ACCOUNTING SYSTEM	$11,265.00
BUDGETARY PREPARATION SYSTEM	$3,317.00
CHECK RECONCILIATION SYSTEM	$480.00
ORACLE DB STANDARD EDITION	$980.00
FIXED ASSET INVENTORY SYSTEM	$2,318.00
ORACLE APP ENTERPRISE EDITION	$3,916.00
Total	$38,270.00

Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,

Samuel Morgan, Director
Weidenhammer Systems Corporation

Weidenhammer

MEMO

TO: Weidenhammer **alio**® Clients

FROM: Sam Morgan, Vice President
Education Solutions Division

DATE: June 18, 2012

SUBJECT: **INTRODUCING NEW EXTENDED MAINTENANCE PLANS FOR 2012 - 2013**

Weidenhammer is pleased to announce the addition of four new Extended Maintenance plans for fiscal year 2012-2013!

Our **Basic** annual maintenance plan offering remains the same as last year. As always, it includes phone support and free recorded web training sessions for fiscal and calendar year end.

In addition to phone support and free recorded web training sessions for year end, our new **Bronze** Plan includes the ability to register one person to go to our user conference, including registration fees, hotel, airfare from a major airport in your State, and meals once the conference starts.

Our new **Silver** plan is the same as the Bronze plan, above; however, instead of 1 person, you may register 2 people to attend our user conference.

Our new **Gold** plan is the same as the Bronze plan, but allowing you to register 4 people to attend our user conference.

Our new **Platinum** plan is the same as the Bronze plans, but allowing you to register 6 people to attend our user conference.

We trust that you will recognize the value in these new offerings and make it easier for some of you to attend our user conference.

Please review your Maintenance Renewal Authorization and record your selection on the authorization. The authorization should be signed, dated, and mailed to Weidenhammer with your selection.

If you have any questions, please contact me at extension 8637, or (800) 245-7895.

Thank you!

SCANNED
SEP 25 2012
INITIALS:

Weidenhammer

alio Maintenance Renewal Authorization

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Current Contract End Date: 12/31/12

Maintenance Renewal Summary

Please read, sign and fax this form back to Weidenhammer at 610-396-4846 in order to renew your Maintenance Agreement. Note: if you require our invoice to include your purchase order number on it, then please fax your PO along with this form.

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.

Additionally, we ask that you check the appropriate box below for your new Extended Maintenance election.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,347.00
SALARY ADMINISTRATION	$2,212.00
SALARY ADMIN/POSITION CONTROL	$2,435.00
FINANCIAL ACCOUNTING SYSTEM	$11,265.00
BUDGETARY PREPARATION SYSTEM	$3,317.00
CHECK RECONCILIATION SYSTEM	$480.00
ORACLE DB STANDARD EDITION	$980.00
FIXED ASSET INVENTORY SYSTEM	$2,318.00

Weidenhammer

alio Maintenance Renewal Authorization

ORACLE APP ENTERPRISE EDITION $3,916.00

Total $38,270.00

Plan	AMOUNT	
Basic	0	
Bronze	$2,545	
Silver	$5,090	
Gold	$10,180	
Platinum	$15,270	

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

Authorized Signature

Print name, title, and date:

935 Berkshire Blvd · Wyomissing, PA 19610 www.hammer.net · 866-4WSC-CARE · Fax 610-396-4846

Evangelina Garcia

From: Maria Medina [maria.medina@auditor.co.hidalgo.tx.us]
Sent: Friday, November 30, 2012 11:35 AM
To: 'Evangelina Garcia'
Subject: FW: alio Maintenance Renewal

From: Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
Sent: Friday, November 30, 2012 11:31 AM
To: 'Maria Medina'
Subject: RE: alio Maintenance Renewal

The 2013 approved budget for account 3-1100-415-21-170-001-0-336 is $41,000.00.

From: Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]
Sent: Friday, November 30, 2012 11:03 AM
To: Linda Fong
Subject: FW: alio Maintenance Renewal

Please let me know how to respond.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, November 30, 2012 10:59 AM
To: 'Maria Medina'
Subject: FW: alio Maintenance Renewal

Maria:
Quick question, the account used last time does not have any funding, can you please tell me if this was budgeted for 2013 and how much.

Thanks

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, November 30, 2012 10:50 AM
To: 'Maria Medina'
Subject: RE: alio Maintenance Renewal

Ok will place an agenda item to take care of this.

Thanks

From: Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]
Sent: Friday, November 30, 2012 10:13 AM
To: 'Evangelina Garcia'
Subject: RE: alio Maintenance Renewal

Thank you.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, November 30, 2012 10:10 AM
To: 'Maria Medina'
Cc: 'Linda Fong'; alejandro.mortera@auditor.co.hidalgo.tx.us
Subject: RE: alio Maintenance Renewal

Good Morning Maria:
Let me see what I can do and keep you posted.

Thank you

From: Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]
Sent: Thursday, November 29, 2012 11:05 AM
To: Evangelina Garcia
Cc: 'Linda Fong'; 'Alejandro Mortera'
Subject: alio Maintenance Renewal

Good morning Vangie,

The attached is usually placed as an agenda item by the Purchasing Dept.; last year, Blanca Mayorga placed it for CCT approval. The original will be left with your receptionist shortly.

If you have any questions, please do not hesitate to contact Linda or myself. Thank you and have a great Thursday!

Maria D. (Susie) Medina
Administrative Assistant
Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, TX 78539
956-318-2511 ext. 4602
maria.medina@auditor.co.hidalgo.tx.us

AI-35704 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Baldemar Moreno

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/12/2012 01:35 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Aida Alvarez Started On: 12/12/2012 11:44 AM

Final Approval Date: 12/14/2012

AI-35719 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria A. Alvarez & Miguel Alvarez, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/12/2012 03:31 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Aida Alvarez Started On: 12/12/2012 02:51 PM

Final Approval Date: 12/14/2012

AI-35781 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Villela

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 09:22 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Aida Alvarez Started On: 12/14/2012 09:10 AM

Final Approval Date: 12/14/2012

AI-35786 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 10:50 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Monica Badillo Started On: 12/14/2012 10:21 AM

Final Approval Date: 12/14/2012

AI-35705 **Open Session 21. C.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Baldemar Moreno

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/12/2012 01:35 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Aida Alvarez Started On: 12/12/2012 11:45 AM

Final Approval Date: 12/14/2012

AI-35720 **Open Session 21. D.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria A. Alvarez & Miguel Alvarez, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/12/2012 03:31 PM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Aida Alvarez Started On: 12/12/2012 02:53 PM

Final Approval Date: 12/14/2012

AI-35783 **Open Session 21. E.**

CC REGULAR

Meeting Date: 12/18/2012

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Villela

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 09:22 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Aida Alvarez Started On: 12/14/2012 09:15 AM

Final Approval Date: 12/14/2012

AI-35787 **Open Session 21. F.**

CC REGULAR

Meeting Date: 12/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 10:50 AM
Purchasing Department	Monica Badillo	12/14/2012 05:37 PM

Form Started By: Monica Badillo Started On: 12/14/2012 10:22 AM

Final Approval Date: 12/14/2012