



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
November 5, 2013
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at 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**
- 2. Pledge of Allegiance**
- 3. Prayer**
- 4. Approval of Consent Agenda**
- 5. Open Forum**
- 6. County Judge's Office:**
 - A. AI-41555** Resolution honoring Veterans Treatment Court Program and Veterans Day
 - B. AI-41556** Resolution honoring the UTPA Pharmacy Program
 - C. AI-41590** Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.
 - D. AI-41593**
 1. Presentation by American Traffic Solutions
 2. Discussion, consideration, and possible action regarding installation of safety cameras in Hidalgo County School Zones.
- 7. Executive Officer - Valde Guerra:**
 - A.**
 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 2. Requesting engagement with the firm of _____
for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

- B.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
- 1) Renovations to Former Administration Building 1st and 2nd Floors
 - 2) Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects
 - 3) Emergency situations occurring since last agenda meeting

- C. AI-41577** Presentation and acceptance of Audit Reports submitted by the Emergency Services District No. 1 and Emergency Services District No. 3 for year ended 12/31/12

- D. AI-41559** Order Acknowledging Consent of Assignment by First Hartford Realty Co. under Economic Development Agreement dated October 1, 2013

- E. AI-41561** Approval to accept settlement check from Fred Loya Insurance Company in the amount of \$1,065.75 to settle auto accident with County vehicle. (Precinct 1)

- F. AI-41606** Approval of Resolution designating the area to conduct public sale of real property at auction, as allowed by Chapter 51 of the Property Code

- G. AI-41604** Approval of 2014 Proposed Holidays

8. Health & Human Services Department - Eddie Olivarez

- A. AI-41177** Consideration and approval of Contract for Out Stationed 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

- B. AI-41207**
1. Pursuant to Texas Local Government Code Section 157.903, requesting approval of indemnification of an uncollectible fee in the amount of \$5.00.
 2. Requesting approval to direct Ms. Norma Garcia, Hidalgo County Treasurer, to generate a check in the amount of \$5.00 payable to Hidalgo County Health & Human Services Dept. to replenish the Health Clinics Immunization fund account.

- C. AI-41392** Requesting approval to participate in the MEMORANDUM OF UNDERSTANDING (MOU) FOR RECEIPT OF SYNDROMIC SURVEILLANCE INFORMATION (BIOSENSE): LHD & DSHS

- D. AI-41499** 1. Requesting approval to submit NACCHO grant application. The purpose of this funding is aimed at supporting local public health departments in undertaking accreditation preparation activities.
2. Requesting approval of the contract / Agreement language.
3. Requesting approval for County Judge to sign NACCHO Contract.

E. Health Care Funding District:

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

F. Indigent Health Care Program:

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

9. Urban County - Diana Serna:

- A. AI-41372** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Precinct No.1 - Street Improvements funds.

Professional Service Firm	Grade	Ranked
LeFEVRE Environmental & Management Consultants	90.33%	
Hinojosa Engineering	89.67%	
R.E. Garcia Engineering	82%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm for a Urban County Program Year 26 (2013) Precinct No.1 - Street Improvements project.

- B. AI-41374** Urban County Program on behalf of the City of Mercedes is requesting authority to purchase tables and chairs for the children's area at the Library. Purchase will be made from Library Interiors of Texas (contract # 414-12) an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase is \$6,775.44 (quote attached) for the Mercedes Library funded thru FY 26 (2013) Mercedes – Public Service (general) line item.

- C. **AI-41384** Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (2) Units in the City of Edcouch, (1) unit in the City of Mercedes and (1) unit in the City of San Juan in the amount of \$170,760.00 to 3 General Construction Inc.

- D. **AI-41405** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for geotechnical and construction material testing services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) geotechnical and construction material testing services firms from the county's approved "pool" as graded and evaluated by the Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Precinct No.1 - Street Improvements funds.

Professional Service Firm	Grade	Ranked
RABA Kistner	91%	
MEG Engineers	89.33%	
TERRACON	88.67%	

3. Authority to negotiate a geotechnical and construction material testing services contract with the highest ranked firm for an Urban County Program Year 26 (2013) Precinct No.1 - Street Improvements project.

- E. **AI-41416** Urban County Program on behalf of the City of Weslaco is requesting consideration and action to award and enter into a construction contract with Saenz Brothers Construction, LLC for a 12-inch Recycle line at the Water Treatment Plant located within the City of Weslaco. Total contract amount of \$432,705.00 utilizing UCP - City of Weslaco FY's 24 & 25 (2011 & 2012) water/sewer improvement funds.

- F. **AI-41487** Urban County Program, on behalf of the Precinct No. 3, is requesting approval of a best and final negotiated contract for surveying services with CVQ Land Surveyors, in the amount of \$21,600.00 utilizing Texas General Land Office (GLO) funds for drainage improvements.

- G. **AI-41376** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Alamo, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) City of Alamo – Water/Sewer Improvements funds.

Professional Service Firm	Grade	Ranked
Quintanilla, Headley & Associates	97.67%	

R. Gutierrez Engineering	93%	
R.E. Garcia Engineering	88.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm
for a Urban County Program Year 26 (2013) City of Alamo - Water/Sewer Improvements project.

10. Elections Administration - Yvonne Ramon:

- A. AI-41547** Approval of Full Contract for Election Services between Hidalgo County and the City of Weslaco for their election to be held on November 5, 2013.
- B. AI-41546** Approval of Full Contract for Election Services between Hidalgo County and South Texas College for their bond election to be held on November 5, 2013.

11. Precinct #3 - Comm. Flores:

- A. AI-41617**
 1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between the City of McAllen, City of Palmhurst, and City of Alton and County of Hidalgo for the improvements to Shary Road (FM494) from FM 1924(Mile 3) to SH 107.
 2. Acceptance and approval of the Interlocal Cooperation Agreement Project Shary Road (FM494) from FM 1924 (Mile 3) to SH 107 pursuant to the approval of the Interlocal Agreement as stated above.

12. Head Start Program - Teresa Flores:

- A. AI-41532** Discussion, Approval and Appointment of One (1) Community Representative by Each Members of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(7) Beginning October 2013 (Commissioner Hector "Tito" Palacios)

13. Precinct #4 - Comm. J. Palacios:

- A. AI-41201** Resolution honoring the Edinburg Consolidated Independent School District Board of Trustees for being recognized as the 2013 Texas Outstanding School Board of the Year by the Texas Association of School Administrators
- B. AI-41518** Consideration and Approval to purchase a certain tract of land also known as Parcel 9 for the Trenton Drainage Project (Pct.4).

14. Budget & Management - Sergio Cruz:

- A. Budget Appropriations:**

1. **AI-41597** Precinct No.1(1303):
 - A. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the Raymondville Drainage project to Hidalgo County DD No.1
 - B. Approval of 2013 appropriation of funds in the amount of \$1,455,877.00 for purchase of heavy equipment.

2. **AI-41562** Precinct No.4 Road Projects (1303):
 - A. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the Raymondville Drainage Project sale to Hidalgo County DD No.1 for the following appropriations.
 - B. Approval of 2013 appropriation of funds in the total amount of \$139,595.61 for Tex-Mex road project.
 - C. Approval of 2013 appropriation of funds in the total amount of \$81,415.35 for Trenton road project.
 - D. Approval of 2013 appropriation of funds in the total amount of \$81,414.83 for Wisconsin road project.
 - E. Approval of 2013 appropriation of funds in the total amount of \$209,425.29 for Curry road project.
 - F. Approval of 2013 appropriation of funds in the total amount of \$9,803.44 for Linn San Manuel Emergency Facility Project - Geo Technical Services.

15. **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. **AI-41596** a. Presentation by Alamo Insurance Group (Hidalgo County Health Insurance Consultant) of the scoring grid for the proposals received (for the purpose of ranking by Commissioner's Court) in response to the County's RFP for "Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death and

Dismemberment". (Project No.: 2013-143-10-16-CGA);

TPA and Medical Plan:

1) _____

2) _____

Group Term Life and Accidental Death and Dismemberment:

1) _____

2) _____

b. Requesting authority for consultant to commence negotiations (including best and final offer) with the number one ranked proposer.

- 2. AI-41549** Acceptance and approval of "Amendment#3" to the AIA B-141-1997 Standard Form of Agreement with Alcocer Garcia Associates, Inc., for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to reflect the removal of facility to house County Commissioners' Court Chambers construction, the revisions to construct County Commissioners' Court and/or offices spaces for Public Relations Office, and revise cost estimate.

B. Pct. 2

- 1. AI-41548** A. Discussion, consideration, and action on a recommendation by project engineer, Cruz-Hogan Consultants, Inc. to award to lowest bidder meeting all specifications; Texas Cordia Construction, LLC in the amount of \$682,929.86 for Bid No. 2013-293-10-23-SMA "Hidalgo County Precinct No. 2-Lowering of Canal Crossings & Road Widening at Eldora & Sgt. Trevino Roads;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

C. Pct. 3

- 1. AI-41566** Approval of Closing Documents for Sale of Real Property to Dr. Sonia Trevino and authority for County Judge to execute same for "A 1.40 acre tract of land being all of Lots 1 thru 9, and former alley lying east of Lots 1, 2,3 West of Lots 4 thru 9, Block 212. The original town site of Mission, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 0, page 49, Map Records, Hidalgo County, according to Warranty

Deed record in Volume 2095, Page 903 and Warranty Deed Recorded Under County Clerks Document Number 361424, Official Records, Hidalgo County, Texas.

D. Pct. 4

1. **AI-41533** Approval of a "Clarification" of AI-40857 (CC 10-2-14) to include "Sub-Contractor's Letter" to SA#2 for WA#1 pursuant to Art. 14 to engage the services of (sub-cont.) ROD'S SURVEYING, INC. (to increase amount to \$ 20,020.00) for current contract with L&G Consulting Engineering, Inc. for "Job Specific Project": "FM 1925-from Kenyon Road to FM 907 (Alamo Road,") for Hidalgo County Precinct No. 4., under contract #C-11-234-09-13.
2. **AI-41471** Presentation for discussion, consideration, acceptance and approval for County Judge to execute the North Alamo Water Supply Corporation Service Agreement for the installation of the water meter for the Precinct No. 4 -Former Restitution Center Building on "M" Road Project, in Edinburg, TX.

E. IT Department:

1. **AI-41553**
 - a. Discussion, consideration, and approval of Amendment No. 5 with Texas Conference of Urban Counties to extend term and revise anticipated payment schedule for Fiscal Year 2014 for the integration of the Justice System Court Administration System.
 - b. Requesting approval to execute an End User and Professional Services License Agreement with Tyler Technologies, Inc. to include additional software module.
 - c. Requesting approval to execute an Amended and Restated Implementation Plan for Phase 1 and Phase 2 with Tyler Technologies, Inc.

F. Facilities Management:

1. **AI-41406** Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:

Date	Invoice #	Vendor Name	Total Invoice	Account #
7/31/13	00526043	Weldinghouse, Inc.	\$19.77	3-1100-419-40-220-001-0-442
8/31/13	00528617	Weldinghouse, Inc.	\$19.77	3-1100-419-40-220-001-0-442

9/30/13	00531155	Weldinghouse, Inc.	\$7.02	3-1100-419-40-220-001-0-442
		Total	\$46.56	

2. **AI-41583** Acceptance and approval to award the option 1 of the proposal received in the amount of \$31,821.38 from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with Choice Facility Partners for the project titled: Hidalgo County Facilities Management "Sewer Line Repairs at the Health Department C.O.".

G. Sheriff's Office

1. **AI-41452** Acceptance and approval of the final construction contract documents (awarded by CC-10/15/13) with Herrera and Hunt, Inc. in the total amount of \$259,498.00 for the project: "Hidalgo County Sheriff's Office -Facility Modifications to Incorporate Motorola and 911 Equipment (C-13-258-10-15)."

16. 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:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. **AI-41568** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Domain
- D. **AI-41530** Cause #C-1529-08-1; Dyer v. Hidalgo County & TXDOT
- E. **AI-41571** Cause No. C-2508-13-C; Lidia Flores v. Hidalgo County, David Esquivel and Sylvia Esquivel
- F. **AI-41575** C-0664-13-I; Iris Judith Serna, Rogelio Castillo Saldana v. County of Hidalgo
- G. **AI-41611** C#13-10-16461-CV; State of Texas vs. Elizabeth Moya
- H. **AI-41523** Subrogation Claim as against Juan Jose Prado and Erasmo Luna
- I. **AI-41525** Notice of Claim - Karina A. Bocanegra
- J. **AI-41601** Claim of Karina Pena

17. Open Session:

- A. Real Estate Acquisition and appropriation for same

- B.** Pending and/or potential litigation
- C. AI-41569** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Domain
- D. AI-41531** Cause #C-1529-08-1; Dyer v. Hidalgo County & TXDOT
- E. AI-41572** Cause No. C-2508-13-C; Lidia Flores v. Hidalgo County, David Esquivel and Sylvia Esquivel
- F. AI-41576** C-0664-13-I; Iris Judith Serna, Rogelio Castillo Saldana v. County of Hidalgo
- G. AI-41612** C#13-10-16461-CV; State of Texas vs. Elizabeth Moya
- H. AI-41524** Subrogation Claim as against Juan Jose Prado and Erasmo Luna
- I. AI-41527** Notice of Claim - Karina A. Bocanegra
- J. AI-41602** Claim of Karina Pena

18. Closed Session:
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

19. Open Session:
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

20. Adjourn

AI-41555

County Judge's Office 6. A.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Public Affairs

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring Veterans Treatment Court Program and Veterans Day

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 10:21 AM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013 09:04 AM
	Final Approval Date: 11/01/2013	

**RESOLUTION IN SUPPORT OF
VETERANS TREATMENT COURT AND VETERANS DAY**

WHEREAS, November 11, 2013 marks the twelfth straight year of America at war and there are now more than 23 million U.S. veterans, including 2.4 million from wars in Iraq and Afghanistan; and

WHEREAS, the United States military instills a sense of honor, duty, leadership, commitment and respect, evident in the millions of veterans who have returned home to their communities as productive citizens, strengthened by their military experience; and

WHEREAS, one in five veterans has symptoms of a mental disorder or cognitive impairment, one in six veterans from Operation Enduring Freedom and Operation Iraqi Freedom suffers from a substance abuse issue, and research continues to draw a link between substance abuse and combat-related mental illness; and

WHEREAS, an increasing number of veterans nationwide are appearing in the courts to face charges stemming directly from these issues; and

WHEREAS, Veteran Treatment Court was our communities response to the growing need for an alternative to incarceration, specifically for justice-involved veterans; and

WHEREAS, veteran share an inimitable bond among their peers and the Treatment Court builds upon the camaraderie by allowing participants to go through the treatment court process with people who are similarly situated and have common past experiences; and

WHEREAS, Veteran Treatment Courts have captured national attention as a critical tool for ensuring veterans in the criminal justice system do not fall through the cracks; and

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby declare that the "Veterans Treatment Court" be recognizes as a critical solution for saving the lives, families and futures of our nations veterans.

Approved this 5th day of November, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
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.
Hidalgo County Clerk

AI-41556

County Judge's Office 6. B.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Karina Cardoza

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring the UTPA Pharmacy Program

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 10:21 AM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013 09:28 AM
	Final Approval Date: 11/01/2013	

RESOLUTION HONORING THE UTPA PHARMACY PROGRAM

WHEREAS, the University of Texas – Pan American (UTPA) and the University of Texas Austin Cooperative Doctoral Pharmacy Program (CDPP) offers a six-year curriculum leading to the Doctor of Pharmacy degree, with 66 students currently enrolled, the program has proven itself both strongly effective and successful, with its graduates achieving a 100% passing rate on the North American Pharmacist Licensure Exam (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE).; and

WHEREAS, since the program's inception in 2001, the CDPP has graduated 75 students from the program; and 82% of the graduates have returned to work in the RGV, which speaks volumes about the passion the students have for this region; and

WHEREAS, the goals of the CDPP include the following: to address the pharmaceutical care needs of the underserved in the Rio Grande Valley and Laredo Regions; nurture student interest in pharmacy as a professional career; enhance the accessibility of a pharmacy education to students residing in the Rio Grande Valley and Laredo regions; diversify the profession by educating more pharmacists who are sensitive to the unique needs of the region; and to research border issues; and

WHEREAS, Examples of *Excelencia* is a national initiative that systematically identifies and honors programs boosting Latino enrollment, performance and graduation with evidence of effectiveness; the CDPP submitted a brief history of their program to Examples of *Excelencia*, along with examples of perceived need, program activities, long-term goals, and evidence of the program's value, which provides insight into successful programs and key program characteristics essential to Latino student success; and

WHEREAS, UTPA/UT Austin CDPP was selected from among 165 programs from 22 states, the District of Columbia and Puerto Rico to receive the 2013 Examples of *Excelencia* Award.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby honor and recognize the University of Texas – Pan American and the University of Texas Austin Cooperative Doctoral Pharmacy Program for receiving their distinguished award.

Approved this 5th day of November, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
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.
Hidalgo County Clerk

AI-41590

County Judge's Office 6. C.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Roberto Villarreal

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 01:15 PM
Glinda Pacheco	Glinda Pacheco	11/01/2013 03:30 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: SANDRA DELEON		Started On: 11/01/2013 12:32 PM
	Final Approval Date: 11/01/2013	

AI-41593

County Judge's Office 6. D.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Roberto Villarreal

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Presentation by American Traffic Solutions
2. Discussion, consideration, and possible action regarding installation of safety cameras in Hidalgo County School Zones.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Presentation...

Attachments

handout

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 02:31 PM
Manuel Chapa	Manuel Chapa	11/01/2013 03:55 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: SANDRA DELEON		Started On: 11/01/2013 01:09 PM
	Final Approval Date: 11/01/2013	

Agenda

About American Traffic Solutions

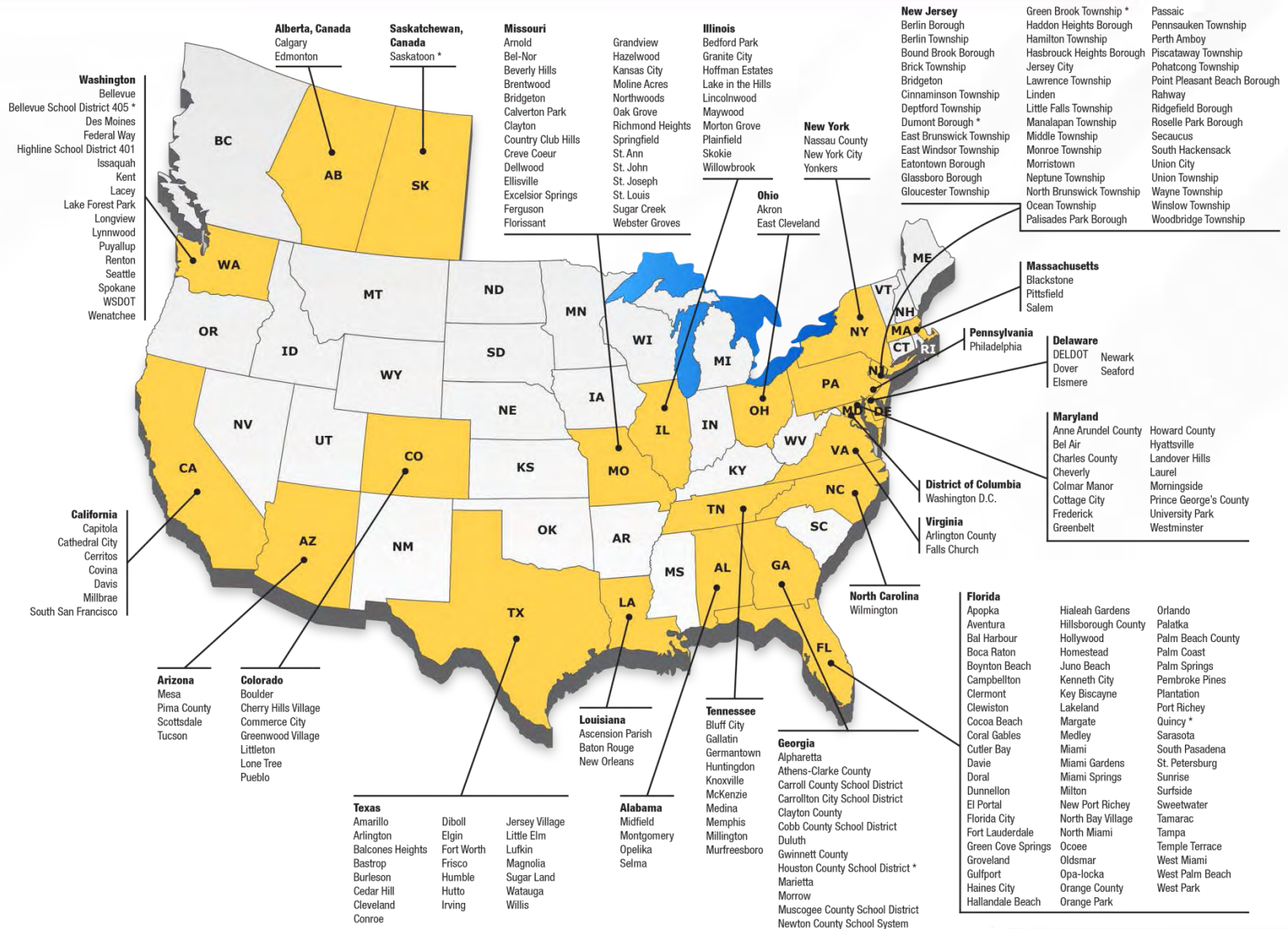
- Speed Related Fatalities
- Speed Compliance Technology
- School Zone Safety Enforcement Results
- Enforcement Specifics and Fines

ATS Snapshot



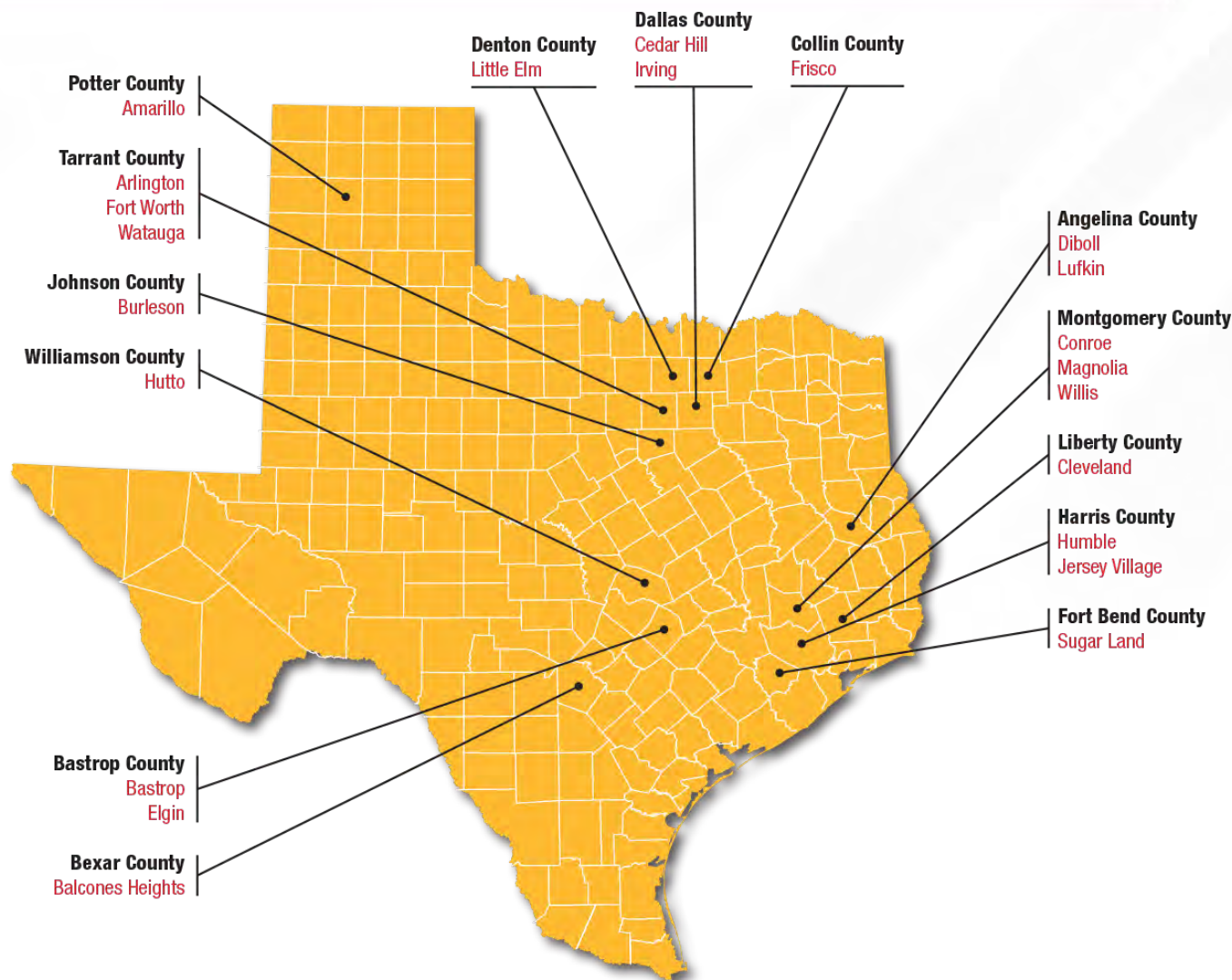
- **Dedicated to Customer Success**
- **Largest Automated Photo Enforcement Camera Program Provider in North America**
- **3,000+ Installed Camera Systems**
- **World Headquarters in North America**
- **20+ Years of Management Consistency**
- **More than 725 Employees**
- **Vendor of Choice for Large Programs**
 - New York, Chicago, Seattle
- **22 Texas Road Safety Camera Clients**
- **Local Field Services Team**
- **Local Subcontractors**

Road Safety Camera Programs



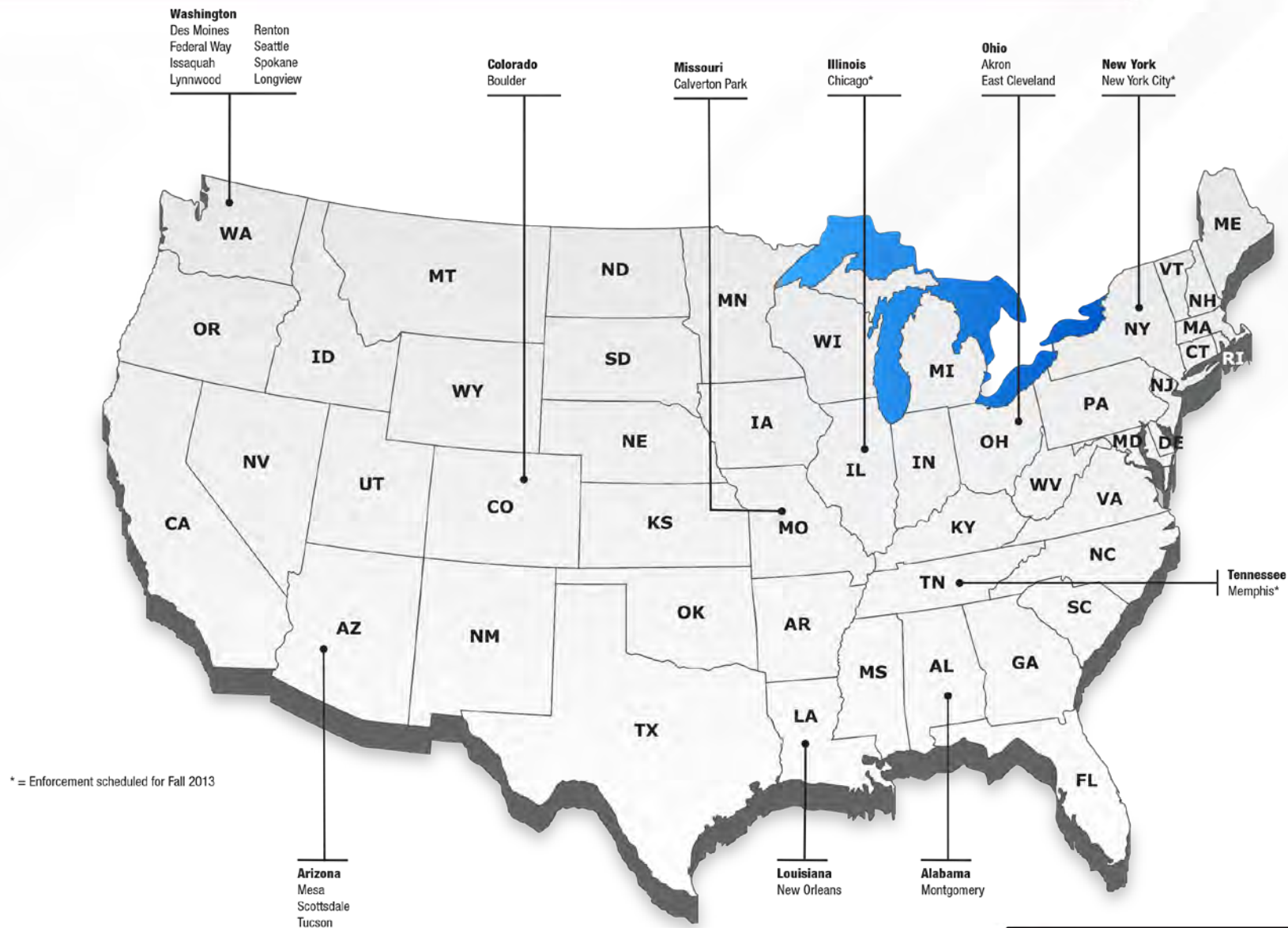
* = Award pending contract
06.03.2013

Texas Road Safety Camera Programs



* = Award Pending Contract
05.07.13

School Zone Safety Camera Programs



Agenda

- About American Traffic Solutions

Speed Related Fatalities

- Speed Compliance Technology
- School Zone Safety Enforcement Results
- Enforcement Specifics and Fines

Speed Statistics

Speeding is deadly.

- All fatal crashes involving speed killed an average of 2 people a day in Texas in 2012.¹
- The vast majority of speeding-related fatalities happen on roads that are not interstate highways. NCSA's 2011 fatality data shows that 51% of speed-related fatalities occurred on roads with speed limits of 50 mph or less, and 25% occurred with limits of 35 mph or less

Why excessive speeding is so dangerous.

- A standard vehicle traveling 36 mph may be able to stop approximately 62 feet sooner than the same vehicle traveling at 46 mph. The 62-foot reduction is the equivalent to the length of approximately three and one-half 2011 Chevrolet Tahoe's parked end to end.

Speeding is costly, in terms of dollars and lives.

- The 5,837 serious injury crashes attributed to speed cost Texas communities an estimated \$735 million.²

1. Source: Texas Department of Transportation, Speed involved crashes and injuries by county, 2012.
http://ftp.dot.state.tx.us/pub/txdot-info/trf/crash_statistics/2012/21_2012.pdf

2. Source: AAA. Amount is based on 11 cost components selected by Federal Highway Administration including workplace, medical costs, property damage and emergency services. One injury crash costs \$126,000.
http://newsroom.aaa.com/wp-content/uploads/2011/11/2011_AAA_CrashvCongUpd.pdf

Texas School Zone Speed Statistics

A two-year study of Texas school zones found speeds increase as motorists drive through the zone.

- Speeds increase 1 mph for every 500 feet driven. In other words, for every quarter-mile (1,320 feet) of school zone length, speeds can be expected to increase almost 2.5 mph.¹

When researchers interviewed police familiar with school zone traffic in 12 Texas cities, and asked what factors they felt affect the compliance of drivers in a reduced-speed school zone:

- All officers implied that law enforcement on site would be the most effective factor used to reduce drivers' speeds in school zones.²

A study of 18 school speed zones found that when the school speed limit is in force:

- Half of the sites had a compliance rate of less than 50%, some being lower than 10%.³

1. Source: Texas A&M Transportation Institute, Texas Transportation Researcher.
<http://tti.tamu.edu/2008/12/01/school-zones-as-safety-zones/>
Source: Texas Transportation Institute. Speeds in School Zones. Page 98. February 2009.
<http://d2dtl5nnlpfr0r.cloudfront.net/tti.tamu.edu/documents/0-5470-1.pdf>

2. Source: Texas Transportation Institute. Speeds in School Zones. Page 33. February 2009.
<http://d2dtl5nnlpfr0r.cloudfront.net/tti.tamu.edu/documents/0-5470-1.pdf>

3. Source: Texas Transportation Institute. Speeds in School Zones. Table 7-7, pages 86-87. February 2009.
<http://d2dtl5nnlpfr0r.cloudfront.net/tti.tamu.edu/documents/0-5470-1.pdf>

Agenda

- About American Traffic Solutions
- Speed Related Fatalities

Speed Compliance Technology

- School Zone Safety Enforcement Results
- Enforcement Specifics and Fines

School Zone Safety Cameras Save Lives

Safer School Zones



Safer school zones for children by encouraging safe driving in targeted areas.

More Efficient Officer Coverage



Unparalleled, constant coverage, providing law enforcement the freedom to focus on other pressing issues in the state.

The Halo Effect



Remind those in the community that the state is focused on safety, resulting in safer driving.

A Cost-Neutral Solution



No upfront, installation, servicing, processing or mailing fees associated with the safety camera program. Completely funded by the fines paid through violations.

School Zone Safety Camera Endorsements



Speed Compliance Solution

School Zone Safety Speed Compliance Camera Technology



- IACP and FCC-Certified
- Non-Invasive detection device; no roadway defacement
- Mobile and portable deployment options
- Monitors and enforces up to six lanes of traffic
 - Detects speed infractions
 - Determines the lane in which the vehicle is travelling
- Wireless violation data transmission over secure VPN network
- 1400+ cameras operational in 30 countries

Proven **ATS School Zone** Programs | **Positive Change** in Driver Behavior

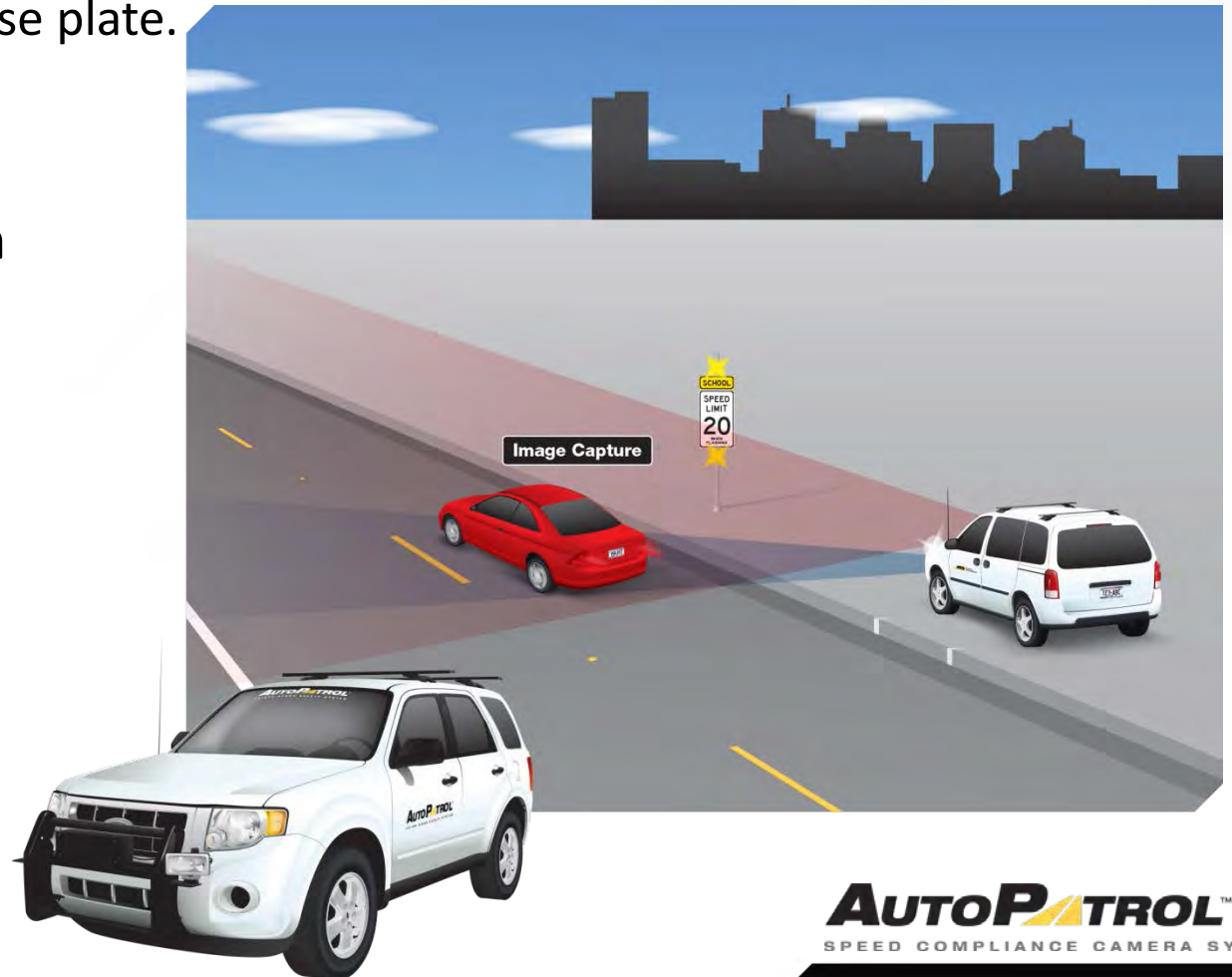


- Alabama
- Arizona
- Colorado
- Louisiana
- Missouri
- Ohio
- Washington

How It Works

AutoPatrol 2D deployments capture high-definition photographs as vehicles speed through a school zone. ATS provides two digital still photos that identify the violating vehicle and license plate.

- **Violating Vehicle**
- **Licence Plate Zoom**



Data Bar

Date of Violation mm/dd/yyyy	Time of Violation	Officer ID	Vehicle ID	Posted Speed Limit	Violation Speed	Direction Receding or Approaching	Image ID	Traffic Lane of Violation	Vehicle Type	Radar ID
Date	Time	Officer	Veh	Limit	SPeed	Dir	Frame	Lane	Cls	Sensor
05/06/2012	12:43:30	0733	DC1300	045	056	~	034429A	1	Car	70296
1300 3RD ST TUNNEL NW S/B AT 3RD ST EXIT DCWAS										

Location Description



Wireless Data Transfer

Wireless Transmission

- Uploads Violation Data, Video and Images
- Secure VPN Network or ATSNET
 - Private, Secure Nationwide Cellular Network
- No Thumb Drives
- No Drain On County IT Resources

Fast Speeds

- 3G or 4G Where Available
- Real-Time Data Transfer



Deployment Options

Portable



AutoPatrol™ 2D-P
(Manned)

Mobile



AutoPatrol™ 2D-M
(Mobile Speed)



AutoPatrol™ 2D-MT
(Trailer System)

Portable Container and Mobile Trailer System



- Easily Relocated
- No Special Equipment
- Minimal Set-up Time
- Small Footprint

AUTOPATROL™ 2D
SPEED COMPLIANCE CAMERA SYSTEM

City Of Scottsdale AutoPatrol 2D-P Unit



AUTOPATROL™ 2D
SPEED COMPLIANCE CAMERA SYSTEM

AutoPatrol Mobile Trailer Unit



AUTOPATROL™ 2D
SPEED COMPLIANCE CAMERA SYSTEM

Mobile Speed Enforcement

- On-the-Go Speed Enforcement
- Easy-To-Use Interface
- Manned and Unmanned Options
- Simple and Rapid Setup



AUTOPATROL™ 2D
SPEED COMPLIANCE CAMERA SYSTEM

Notice of Infraction/Violation



City of Seattle
Photo Enforcement Program
P.O. Box 34987
Seattle, WA 98124-4987

This infraction will not be a part of your driving record and will be processed as a parking infraction.

JIM JOHN SMITH
1234 MAIN ST
SEATTLE, WA 12345

VIOLATION DATE 03/29/2013		VIOLATION TIME 05:59 PM		FINE AMOUNT \$189.00	
VEHICLE PLATE # A17943		STATE WA			
YEAR 1988	MAKE CHEV	MODEL IMPSS	STYLE 4D	COLOR	
LOCATION SB MARTIN LUTHER KING JR WAY S @ THURGOOD MARSHALL BL		POSTED SPEED 30	VIOLATOR'S SPEED 32		
REGISTERED OWNER JIM JOHN SMITH					
DEFENDANT JIM JOHN SMITH					
STREET ADDRESS 1234 MAIN STREET					
CITY SEATTLE		STATE WA		ZIP 12345	
I certify under penalty of perjury under the laws of the State of Washington the following is true and correct. Based upon my review of photographs and/or video made by an automated traffic camera, in conjunction with a digital signal processing system that measured the vehicle's speed by distance over time, I have probable cause to believe, and do believe, that on the date and at the time and location indicated above, the operator of the vehicle described above was in violation of SMC 11.52.100 (Speeding in a School Speed Zone). The image recording shows the vehicle and its license plate, portrays a fair and accurate representation of the location listed above and shows that the vehicle operator was driving with a speed over the speed limit posted. The registered owner of the vehicle is named above.					
OFFICER E. HOLLAND		SERIAL # 6611	PLACE: SEATTLE, WA		
		ISSUE DATE 04/11/2013			

NOTICE OF INFRACTION

NOTICE # 012345678900

PIN 9123

Pay with your Visa or MasterCard at
www.ViolationInfo.com

Amount Due: \$189.00

Due Date: 04/30/2013

License Plate Image



Vehicle Image



You have 15 days to respond to a notice of infraction if personally served, or 18 days from the date the notice was mailed to you. Accordingly, you must respond by midnight of the DUE DATE by one of the following methods. Mailed responses must be postmarked by midnight of the DUE DATE. IF YOU DO NOT RESPOND BY THE DUE DATE, the Court will find that you committed the infraction and add a late fee. If you fail to pay, the Court may refer your case to a collection agency.

1. PAY THE \$189.00 PENALTY (see enclosed payment coupon); OR
2. REQUEST A MITIGATION HEARING TO EXPLAIN THE CIRCUMSTANCES (see enclosed hearing coupon); OR
3. REQUEST A HEARING TO CONTEST THE NOTICE OF INFRACTION (see enclosed hearing coupon); OR
4. SUBMIT A DECLARATION OF NON-RESPONSIBILITY (see back).

This notice represents a determination that a speeding in a school zone violation has been committed by the person identified as "Defendant" above. This determination will be final unless you respond by method 2, 3 or 4 listed above. See the reverse side of this notice for instructions.

ViolationInfo

www.violationinfo.com

[LOGIN NOW](#)

Información en Español | Privacy Policy

Welcome to ViolationInfo.com

Here you'll be able to pay a ticket, view how your traffic violation took place and find answers to some of the most frequently asked questions.

Pay Ticket

Pay your ticket using an electronic check or by using your Mastercard or Visa debit or credit card. All you need is your notice/citation number and PIN that appear in the top right corner of your Notice of Violation.

All transactions in this website are protected by:

View Violation

Looking for digital images or video of the violation? Just click here and enter the notice/citation number and PIN that appear in the top right corner of your Notice of Violation.

Dispute Ticket

Click here to find out more information on how you can dispute or challenge your Notice of Violation.

View FAQs

In an effort to provide you with more information, we've provided answers to some of the most frequently asked questions about road safety camera violations.

Video clip: How do red-light cameras work?

Play the video below to find out. Click on the video while it's playing to watch it at different resolutions in a separate window.

ATS How it Works: The Facts

YouTube

0:00 / 3:18

Traffic Safety Statistics:

“The city of Chandler, AZ recorded a nearly 50% decrease in red-light violations due to red-light safety cameras.”

Violator Review



Red Light Photo Enforcement Program

"It's all about saving lives"

[Customer Service Info](#) [Logout](#) [Print](#)

Review Evidence

Click on an icon below to view an image or video associated with your violation:

[JPG](#)
Overview A

[JPG](#)
License
Plate

[INFORMATION](#)

[IMAGE HELP](#)

Most Asked Questions

Q: WHAT IF THE REGISTERED OWNER WAS NOT DRIVING THE VEHICLE AT THE TIME OF THE VIOLATION?

A: You may submit a sworn statement to that effect to the Court to rebut the presumption, established in RCW 46.63.075, that you were driving the vehicle at the time of the violation. A Declaration of Non-Responsibility form can be obtained from the Court in any of the following ways: Download or print the form from the Court's website: www.seattle.gov/courts. Call the Court at 206-684-5600. Visit the Court in person (1st floor) at 600 Fifth Avenue (at James Street, downtown). Return the completed form to the Court in person (1st floor), by fax to 206-684-8887, or by mail: Municipal Court of Seattle, ATTN: Photo Enforcement Citations, PO Box 34987, Seattle, WA 98124-4987. You must return the declaration to the Court by the due date shown on the front of this Notice of Infraction.

Q: HOW CAN I REQUEST A HEARING?

A: To request a hearing, use the coupon on your notice of infraction.

Q: WHAT IS THE FINE? ARE THERE ANY FEES FOR LATE PAYMENTS?

A: The photo red light fine in Seattle is the same amount as the penalty for any other red light violation in Seattle. As of April 2008, the penalty was \$124. If the amount has changed, the correct amount will appear on your citation.

To download Non-Responsibility Form [click here](#)

To Pay Your Infraction Online or for more Information [click here](#)

[Privacy Policy](#)



Issuing Authority Portal



Departments | Services | Staff Directory | My Seattle.Gov

GO

Seattle.gov This Department

BUSINESS IN SEATTLE | LIVING IN SEATTLE | VISITING SEATTLE | CITY SERVICES | CITY DEPARTMENTS

CUSTOMER SERVICE (206) 684-5600 | EMERGENCY? CALL 9-1-1

SEATTLE MUNICIPAL COURT

Community Involved Justice
Hon. C. Kimi Kondo, Presiding

Online Services | Ticket Info | Hearings | Coming To Court | Programs and Services | Probation | Jury Duty | Español | About Us | Site Map

Online Services



- Pay a Ticket online
- Court Public Information
- Wedding Ceremony Request
- View Your Red Light Camera Ticket
- Customer Service Inquiry
- Criminal Court Forms
- Bail Table
- SMC Home
- Site Index

Red Light Camera Ticket Information

[Español](#)
[About Red Light Tickets](#)
[View Your Ticket](#)

[FAQs For More Information](#)
[Your Options: #1 Pay Your Ticket](#)
[Your Options: #2 Request A Hearing](#)
[If Someone Else Was Driving Your Vehicle](#)

About Red Light Tickets

By Washington state law, violations detected by traffic safety cameras are processed like parking tickets. A conviction on a traffic camera violation will not appear on your state driving record.

A complete stop is required before turning right at a red light. If you were ticketed while making a right turn, the police officer who reviewed the video and issued the ticket determined that you did not come to a complete stop before making the turn, as required by law.

View Your Ticket

You can view the still pictures and the video clip of the alleged violation at www.violationinfo.com. You must have the citation number and PIN number provided on the citation to access the videos and still photos of your incident.

To view the video clip, your PC must have a DivX codec installed. Without DivX, you will be able to see the still photos, but not the video clip. The DivX codec can be downloaded and installed for free using a link from www.violationinfo.com.

Your Options: #1. Pay Your Ticket

You may [pay your ticket online](#).

Payments can also be made:

- Over the phone by calling ☎ (206) 233-7000 ☎
- In person at the [Courthouse](#)
- At one of the [Neighborhood Service Centers](#)
- Or by mailing to address shown on the ticket

Your Options: #2. Request a Hearing

You may [request a magistrate hearing](#) to mitigate or contest your traffic camera ticket.

Before you request a hearing, please view the still pictures and the video clip of the alleged violation. Instructions are to the left.

If you were not driving the vehicle

If you were not driving the vehicle when the alleged violation occurred, you may submit, under penalty of perjury, a written statement swearing that the vehicle was not in your care, custody, or control. To do so, print and return the [declaration of](#)



Agenda

- About American Traffic Solutions
- Speed Related Fatalities
- Speed Compliance Technology

School Zone Safety Enforcement Results

- Enforcement Specifics and Fines

Washington School Districts

Decreases in number of violations after installation of the cameras



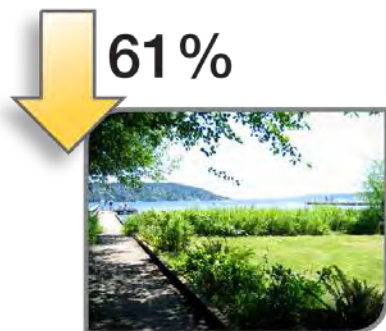
City of Renton



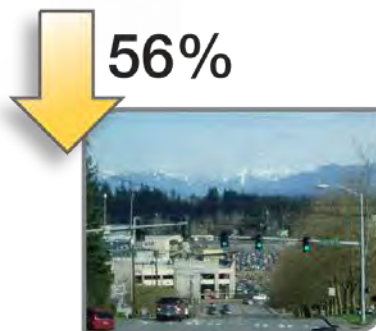
City of Bellevue



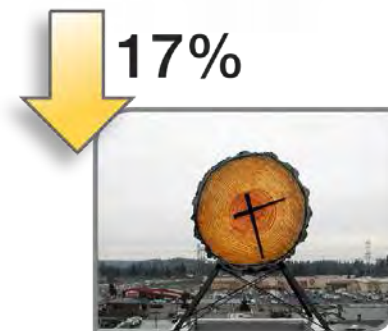
City of Issaquah



City of Lake Forest Park



City of Lynnwood



City of Federal Way

King County School District

59%



- October 2012 (Implementation) through May 2013

35th Avenue and South West Myrtle Street
Mobile Speed Camera



Rhodes Jr. High School – Mesa Arizona

85th percentile speed for vehicles **BEFORE**
School Zone Safety Cameras



46.6 MPH



Rhodes Jr. High School – Mesa Arizona

85th percentile speed for vehicles AFTER
School Zone Safety Cameras



36.8 MPH



Agenda

- About American Traffic Solutions
- Speed Related Fatalities
- Speed Compliance Technology
- School Zone Safety Enforcement Results

Enforcement Specifics and Fines

Fine Comparison

- **Current Fine**

- 10 mph over the limit in a School Zone
 - \$216.00 - \$312.00
 - Two points

- **Recommended Fine**

- 6 mph over the limit (during pickup and drop-off)
- 9 mph over the limit (outside of pickup and drop-off times, between the hours of 6am – 8pm)
 - \$150.00
 - No points
 - Registered owner liability

ATS Is The Right Choice To Protect Texas School Zones

Demonstrated Experience



- Largest photo enforcement provider in North America
- Texas road safety camera experience
- Texas court and adjudication experience
- Texas payment processing experience
- Texas public relations experience

End-To-End School Zone Safety Camera Solution



- Complete turnkey solution
- No upfront costs
- All training included
- Multiple speed deployment options: mobile and portable
- Web-enabled violation processing system
- High prosecutable image capture rates

AI-41577

Comm. Court Executive Office 7. C.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation and acceptance of Audit Reports submitted by the Emergency Services District No. 1 and Emergency Services District No. 3 for year ended 12/31/12

BACKGROUND

Health and Safety Code Section 775.082(b) states that a district shall prepare and file, with the Commissioners Court of each county that contains any part of the district on or before June 1 of each year, an audit report of the district's fiscal accounts and records. Section 775.082(d) states the Commissioners Court, on application made to the Commissioners Court by the District, may extend up to an additional 30 days the deadline for filing the audit report.

Attachments

report

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 10:28 AM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013
	Final Approval Date: 11/01/2013	

**HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1**

**FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2012**

**HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
AS OF DECEMBER 31, 2012**

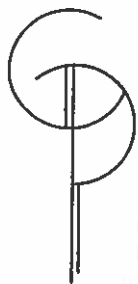
TABLE OF CONTENTS

<u>PART 1 – FINANCIAL SECTION</u>	<u>PAGE</u>
Auditor's Opinion	a
Management's Discussion and Analysis	c
Government-Wide Statement of Net Assets	1
Government-Wide Statement of Activities	2
Statement of Cash Flows	4
Balance Sheets	5
Reconciliation of the Balance Sheets to the Statement of Net Assets	6
Statement of Revenues, Expenditures, and Changes in Fund Balances	7
Reconciliation of the Statement of Revenues, Expenditures and Changes In Fund Balance of Governmental Funds to Statement of Activities	8
Combined Statement of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual	9
Notes to Financial Statements	10
<u>PART 11 – SUPPLEMENTAL SECTION</u>	
Supplementary Information	14

**HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
YEAR ENDED DECEMBER 31, 2012**

OFFICERS

Robert Rektorik	Chairman
Gerardo Latigo	Vice-Chairman
Fred McCaleb	Secretary/Treasurer
Russell Vos	Commissioner
Larry Dittburner	Commissioner



GARCIA & PEÑA
Certified Public Accountants
P. O. Box 8032
301 West 4th
Weslaco, Texas 78599
956-969-1433 • Fax 956-968-1467 • 956-421-4601

Manuel B. Garcia, CPA
Jaime X. Peña, CPA

INDEPENDENT AUDITOR'S REPORT

Hidalgo County Emergency Services
District No. 1
P.O. Box 1010
Weslaco, Texas 78596

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, and the aggregate remaining fund information of Hidalgo County Emergency Services District No. 1 as of and for the year ended December 31, 2012 with comparative totals for the year ended December 31, 2011, and the related notes to the financial statements, which collectively comprise Hidalgo County Emergency Services District No. 1's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and the aggregate remaining fund information, of Hidalgo County Emergency Services District No. 1 as of December 31, 2012 and 2011, and the respective changes in financial position, and, where applicable, cash flows thereof for the year ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages b and 9 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Hidalgo County Emergency Services District No. 1's basic financial statements. The introductory section and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.



Garcia & Pena,
Certified Public Accountants

August 15, 2013

PART I
FINANCIAL SECTION

Management's Discussion and Analysis

As management of Hidalgo County Emergency Services District No. 1, we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of Hidalgo County Emergency Services District No. 1 for the fiscal year ended December 31, 2012.

FINANCIAL HIGHLIGHTS

- The assets of Hidalgo County Emergency Services District No. 1 exceeded its liabilities at the close of the most recent fiscal year by \$465,368 (net assets). Of this amount, \$361,349 (unrestricted net assets) may be used to meet the district's ongoing obligations to citizens and creditors.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. Hidalgo County Emergency Services District No. 1 basic financial statements comprise three components: 1.) Government-wide financial statements, 2.) Fund financial statements, and 3.) Notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements - The government-wide financial statements are designed to provide readers with a broad overview of Hidalgo County Emergency Services District No. 1 finances, in a manner similar to a private-sector business.

The statements of net assets presents information on all of Hidalgo County Emergency Services District No. 1 assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of Hidalgo County Emergency Services District No. 1 is improving or deteriorating.

The statement of activities presents information showing how the government's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal period (e.g., uncollected taxes).

The government-wide financial statements distinguish functions of Hidalgo County Emergency Services District No. 1 that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of Hidalgo County Emergency Services District No. 1 include general government, and ambulance services provided through service contracts.

The Board sets expenditure caps over which Hidalgo County Emergency Services District No. 1 Commissioner's approval is required.

The government-wide financial statements can be found on pages 1-3 of this report.

Fund financial statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Hidalgo County Emergency Services District No. 1, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds - A governmental fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Hidalgo County Emergency Services District No. 1 maintains one individual governmental fund.

Hidalgo County Emergency Services District No. 1 adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 4-8 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 9-12 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of Hidalgo County Emergency Services District No. 1, assets exceeded liabilities by \$465,368 at the close of the most recent fiscal year.

The largest portion of Hidalgo County Emergency Services District No. 1 net assets (79.42%) reflects its investment in cash.

The remaining balance of \$103,635 (tax receivables) are not currently available until collected in subsequent years.

Governmental activities - Tax revenues, penalties and interest amounts were \$107,716 an increase of \$5,770 from the prior year. Interest earnings were \$4,531, a decrease of \$1,084 from the prior year. Expenses were \$103,674, up from \$101,046 in the previous year, netting a \$8,647 increase in net assets.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, Hidalgo County Emergency Services District No. 1 uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds - The focus of Hidalgo County Emergency Services District No. 1's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Hidalgo County Emergency Services District No. 1's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, Hidalgo County Emergency Services District No. 1 governmental fund reported an ending fund balance of \$361,349, which is available for spending at the government's discretion.

The general fund is the chief operating fund of Hidalgo County Emergency Services District No. 1. At the end of the current fiscal year, unreserved fund balance of the general fund was \$361,349. As a measure of the general fund's liquidity, it may be useful to compare both unreserved fund balance to total fund expenditures. Unreserved fund balance represents 383.7% of total general fund expenditures.

The fund balance of Hidalgo County Emergency Services District No. 1's general fund increased by \$4,742 during the current fiscal year. Key factors in this change are as follows:

- In the prior year, the General Fund increased by \$-0-, due to a prior year adjustment. The tax receipts, penalties and interest revenues increased by \$2,278, in the current year, and expenditures increased by \$2,628.

CAPITAL ASSETS

Capital Assets. Hidalgo County Emergency Services District No. 1's investment in capital assets for its governmental activities as of December 31, 2012, amounts to \$-0-.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Hidalgo County Emergency Services District No. 1's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Hidalgo County Emergency Services District No. 1, P.O. Box 1010, Weslaco, Texas 78599.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
GOVERNMENT-WIDE STATEMENTS OF NET ASSETS
DECEMBER 31, 2012 AND 2011

ASSETS		
	<u>2012</u>	<u>2011</u>
Cash	\$ 199,464	\$ 190,878
Certificate of Deposit	180,074	177,047
Due from County	16,548	14,680
Rollback Taxes Receivable	384	151
Tax Assessment Receivable (Net)	<u>103,635</u>	<u>99,963</u>
Total Assets	<u>\$ 500,105</u>	<u>\$ 482,719</u>
 LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable	\$ 25,000	\$ 18,750
Due to Tax Attorney	<u>9,737</u>	<u>7,248</u>
Total Liabilities	<u>34,737</u>	<u>25,998</u>
Net Assets		
Unrestricted	<u>465,368</u>	<u>456,721</u>
Total Net Assets	<u>465,368</u>	<u>456,721</u>
 Total Liabilities and Net Assets	 <u>\$ 500,105</u>	 <u>\$ 482,719</u>

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
DECEMBER 31, 2012

<u>Program Activities</u>	<u>Expenses</u>	<u>Taxes Penalties/Interest</u>	<u>Operating Grants and Contributions</u>	<u>Total</u>
Governmental activities				
General government and administration	\$ 22,424	\$ 26,466	\$ -	\$ 4,042
Service Contracts	81,250	81,250		-
Interest on long-term debt				
 Total governmental activities	 \$ 103,674	 \$ 107,716	 \$ -	 \$ 4,042
General revenues:				
Investment earnings				4,531
Decrease in allowance for uncollectible accounts				74
Miscellaneous				-
Total general revenues				4,605
Changes in net assets				8,647
Net assets at beginning of year, as adjusted				456,721
Net assets at end of year				\$ 465,368

The notes to the financial statements are an integral part of this statement

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
DECEMBER 31, 2011

<u>Program Activities</u>	<u>Expenses</u>	<u>Taxes Penalties/Interest</u>	<u>Operating Grants and Contributions</u>	<u>Total</u>
Governmental activities				
General government and administration	\$ 21,046	\$ 21,592	\$ -	\$ 546
Service Contracts	80,000	80,000		-
Interest on long-term debt				
 Total governmental activities	 \$ 101,046	 \$ 101,592	 \$ -	 \$ 546
General revenues:				
Investment earnings				5,615
Decrease in allowance for uncollectible accounts				354
Miscellaneous				74
Total general revenues				6,043
Changes in net assets				6,589
Prior Period Adjustment (Note 7)				(6,250)
Net assets at beginning of year, as adjusted				456,382
Net assets at end of year				\$ 456,721

The notes to the financial statements are an integral part of this statement

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Cash Flows From Operating Activities		
Cash received from tax payers	\$ 104,506	\$ 94,229
Other operating cash receipts	-	7,074
Cash payments to suppliers for goods and services	(22,424)	(21,046)
Cash payments for service contracts	<u>(75,000)</u>	<u>(87,000)</u>
Net Cash Provided by Operating Activities	7,082	(6,743)
Cash Flows From Investing Activities:		
Interest on cash and cash investments	<u>4,531</u>	<u>5,615</u>
Net Increase (Decrease) In Cash	11,613	(1,128)
Cash at the Beginning of the Year	<u>367,925</u>	<u>369,053</u>
Cash at the End of the Year	<u><u>\$ 379,538</u></u>	<u><u>\$ 367,925</u></u>
 Reconciliation of income (loss) from operations to net cash provided (used) by operating activities		
Income (loss) from operations	\$ 4,042	\$ 546
Changes in Assets		
Due from the County	(1,868)	(10,299)
Tax Receivable	(3,905)	(339)
Changes in Liabilities		
Accounts Payable	6,250	-
Due to Tax Attorney	2,489	2,921
Other Income	<u>74</u>	<u>428</u>
Net cash provided (used) by operating activities	<u><u>\$ 7,082</u></u>	<u><u>\$ (6,743)</u></u>
 Reconciliation of total cash and cash investments		
Current Cash	\$ 199,464	\$ 190,878
Certificate of Deposits	<u>180,074</u>	<u>177,047</u>
	<u><u>\$ 379,538</u></u>	<u><u>\$ 367,925</u></u>

The notes to the financial statements are an integral part of this statement

**HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BALANCE SHEET
FOR THE YEAR ENDED DECEMBER 31, 2012 AND 2011**

ASSETS	<u>2012</u>	<u>2011</u>
Cash	\$ 199,464	\$ 190,878
Certificate of Deposit	180,074	177,047
Due from County	16,548	14,680
Rollback Taxes Receivable	384	151
Tax Assessment Receivable (Net)	<u>103,635</u>	<u>99,963</u>
Total Assets	<u><u>\$ 500,105</u></u>	<u><u>\$ 482,719</u></u>
 LIABILITIES AND FUND BALANCE		
Liabilities		
Accounts Payable	\$ 25,000	\$ 18,750
Due to Tax attorney	9,737	7,248
Deferred Revenue	<u>104,019</u>	<u>100,114</u>
Total Liabilities	<u>138,756</u>	<u>126,112</u>
 Fund Balance	 <u>361,349</u>	 <u>356,607</u>
Total Liabilities and Fund Balance	<u><u>\$ 500,105</u></u>	<u><u>\$ 482,719</u></u>

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2012 AND 2011

	General Fund	
	2012	2011
<u>Revenues</u>		
Tax Receipts, Net of Refunds	\$ 98,370	\$ 93,116
Penalties & Interest	5,515	8,491
Interest	4,531	5,615
Other	-	74
Total Revenues	<u>108,416</u>	<u>107,296</u>
<u>Expenditures</u>		
Collection and Assessment Fees Hidalgo County (Note 1)	946	909
Service Contract City of Weslaco (Note 4)	81,250	75,000
Valley Air Care (Note 4)	-	5,000
Administrative Fees and Contract Services	1,100	900
Legal and Professional	11,381	9,970
Insurance	5,837	5,889
Office	<u>3,160</u>	<u>3,378</u>
Total Expenditures	<u>103,674</u>	<u>101,046</u>
Excess of Revenues Over (Under) Expenditures	4,742	6,250
Prior Period Adjustment (Note 7)	-	(6,250)
Fund Balance, Beginning of the Year	<u>356,607</u>	<u>356,607</u>
Fund Balance, End of Year	<u>\$ 361,349</u>	<u>\$ 356,607</u>

The notes to the financial statements are an integral part of this statement.

**HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO
STATEMENT OF ACTIVITIES
DECEMBER 31, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
Net change in fund balance-total governmental funds	\$ 4,742	\$ 6,250
Amounts reported for governmental activities in the statement of net assets are different because:		
Some property tax will not be collected for several months after the fiscal year-end assessments and these are not considered available revenues in the governmental funds.	2,645	(370)
These were tax collection in excess of the tax assessment, which have already been recognized as revenues in the previous year		
Tax adjustments and allowance for uncollectible amounts are recognized thru the deferred revenue accounts in the governmental funds		
Tax adjustments	1,186	355
Allowance for bad-debt expenses		
Decrease in allowance for uncollectible accounts	74	354
Increase in allowance for uncollectible accounts	<u> </u>	<u> </u>
Changes in net assets of governmental activities	<u><u>\$ 8,647</u></u>	<u><u>\$ 6,589</u></u>

The notes to the financial statements are an integral part of this statement.

**HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE-BUDGET AND ACTUAL
DECEMBER 31, 2012**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance With</u>	<u>2011</u>
	<u>Original</u>	<u>Final</u>	<u>GAAP</u>	<u>Final</u>	<u>Actual</u>
			<u>Basis</u>	<u>Budget</u>	
Revenues					
Property Taxes	\$ 93,559	\$ 93,559	\$ 98,370	\$ 4,811	\$ 93,116
Penalties & Interest	-	-	5,515	5,515	8,491
Interest	5,000	5,000	4,531	(469)	5,615
Other			-	-	74
Total Revenues	<u>98,559</u>	<u>98,559</u>	<u>108,416</u>	<u>9,857</u>	<u>107,296</u>
Expenditures					
General Government	36,000	46,000	22,424	23,576	21,046
Ambulance Services	80,000	80,000	81,250	(1,250)	80,000
Total Expenditures	<u>116,000</u>	<u>126,000</u>	<u>103,674</u>	<u>22,326</u>	<u>101,046</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(17,441)</u>	<u>(27,441)</u>	<u>4,742</u>	<u>32,183</u>	<u>6,250</u>
Other Financing Sources (Uses)					
Operating transfers-in					
Operating transfers-out					
Total Other Financing Sources (Uses)					
Excess (Deficiency) of Revenues and other Financing Sources Over Expenditures and Other Uses	<u>\$ (17,441)</u>	<u>\$ (27,441)</u>	<u>4,742</u>	<u>\$ 32,183</u>	<u>6,250</u>
Prior Period Adjustment			-		(6,250)
Fund Balance, January 1			<u>356,607</u>		<u>356,607</u>
Fund Balance, December 31,			<u>\$ 361,349</u>		<u>\$ 356,607</u>

The notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES

The Hidalgo County Emergency Services District No. 1 is a political subdivision, established in April 1982 (under Chapter 794 of the Health and Safety Code to Emergency Service Districts) to provide ambulance service to the citizens of Rural Hidalgo County. As of September 1, 2003, Senate Bill 1021, which passed during the 78th Regular Legislative Session, converted all fire prevention districts to emergency service districts. Emergency Services Districts are now required to operate under Chapter 775 of the Health and Safety Code.

Article III, Section 48e of the Texas Constitution authorizes the Commissioner's Courts of participating counties to levy a tax on the ad-valorem properties situated in their districts not to exceed .10 per one hundred valuations as approved by the qualified voters residing in the district. Such a district may provide emergency medical services, emergency ambulance services, and rural fire prevention and control services.

The geographical location is as follows:

- An area having the boundaries of the Rio Grande River on the south, Mile 7 West on the west, Mile 14 ½ North on the north, and Mile 2 West on the east, except for the area contained within the corporate boundaries of the City of Weslaco; all of which lie within Hidalgo County, Texas.

The District's books and records are maintained on the modified accrual basis of accounting.

(a). Basis of Presentation

The accounting policies of Hidalgo County Emergency Services District No. 1 conform to generally accepting accounting principles as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The district-wide financial statements (the statement of net assets and the statement of changes in net assets) report information on all of the activities of the District. District activities, are normally supported by taxes and intergovernmental revenues.

The statement of activities, demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include (1) taxes billed against the citizen of its geographical area (2), penalties and interest billed for the late payments of taxes that are restricted to meeting the operational or capital requirements of the ambulance service. Interest and other items not properly included among program revenues are reported as general revenues.

(b). Measurement Focus/Basis of Accounting

Measurement focus refers to what is being measured: basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The district-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included on the statement of net assets and the operating statements present increases (revenues) and decreases (expenses) in net total assets. Under the accrual basis of accounting, revenues are recognized when earned. Expenses are recognized at the time the liability is incurred.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transactions can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

The revenues susceptible to accrual are taxes, interest income and intergovernmental revenues. All other governmental fund revenues are recognized when received.

(c). Cash and Cash Equivalents

Custodial Credit Risk

Deposits, Certificates of Deposit

Custodial credit risk refers to the risk that in the event of a bank failure, the District's deposits may not be returned to it.

In accordance with the District's fiscal policy as approved by the Board, the District maintains the demand and time deposits through a local depository bank that are members of the Federal Reserve System, and pledge securities to secure the funds of the District beyond the FDIC coverage.

In no time during the current fiscal year did the organization's deposits go over the Federal Depository Insurance Corporation (FDIC) Insurance of \$250,000, or the pledged securities.

Hidalgo County Emergency Services District No. 1 considers all short-term investments with an original maturity of three months or less to be cash equivalents.

(d). Investments

Investments are carried at cost plus accrued interest.

(e). Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

- (f). Advertising Costs
Advertising costs are charged to operations when incurred. Total advertising costs for the year ended December 31, 2012 were \$-0-.
- (g). Reclassification
Certain items in the prior year report have been reclassified to conform, to current year reclassification. Such reclassification had no effect on previously reported net income.
- (h). Statement of Cash Flows
For purposes of reporting cash flows, cash includes cash in banks and certificates of deposit, with maturity of three months or less to be cash equivalents.
- (i). Income Taxes
The District is exempt from Federal income taxes and therefore no provision for the Federal income taxes has been made in the accompanying financial statements.

NOTE 2. CONCENTRATION OF CREDIT RISK

The District's policy limits the deposits in any one-bank institution to their extent of FDIC coverage and pledged securities.

The District maintained account balances in three banks, one of the bank deposits exceeded the FDIC coverage of \$250,000 during the year, but the pledged securities exceeded the bank deposits balance at all times during the year.

NOTE 3. DISCLOSURES ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The estimated fair values of Hidalgo County Emergency Services District No. 1's financial instruments at December 31, 2012 and the methods and assumptions used to estimate such fair value are as follows:

Cash:

Fair value approximates the carrying amount because of the short maturity of the instruments.

Tax Assessment Receivable:

The fair value of the receivables approximates the carrying amount, as these balances are not considered available resources for the period ending December 31, 2012.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE 4. REVENUES AND REVENUE RECOGNITION

Substantially all of the District's revenue is derived from taxes levied against the citizens of its geographical areas. The District is authorized to levy a tax, not to exceed three cents (\$.03) per one hundred dollars (\$100.00) property valuation. If the District were to exceed three cents (\$.03) per one hundred dollars, it would require voter approval from the District.

Taxes are assessed and collected for the District by the Hidalgo County Office of Tax Assessor-Collector. The tax rates, assessed taxes, and collection fees for the tax years 2012 and 2011 are as follows:

	<u>2012</u>	<u>2011</u>
Tax Rate	0.0143	0.0134
Market Value	\$ 959,704,321	\$ 940,517,472
Assessed Value	705,359,844	697,193,597
Assessed Taxes	100,911	93,456
Tax Collections	98,266	93,116
Collection Fees:		
Assessment Fee	1.07%	1.07%
Collection Fee-Delinquent	0.8866	0.8866
Delinquent Tax-Attorney Fee	15%	15%

Revenues recognized by the District represent total tax assessments for the period. At December 31, 2012, the County's record reflected total tax receivable for the District as follows:

	<u>Total Tax</u>	<u>Rollback Tax</u>	<u>Current Tax</u>	<u>Delinquent Tax</u>
Property Tax Receivable, January 1,	\$ 108,517	\$ 151	\$ -	\$ 108,366
2012 Tax Assessments	100,911		100,911	
Tax Collections	(98,266)		(30,533)	(67,733)
Adjustments	<u>1,186</u>	<u>233</u>	<u>(61)</u>	<u>1,014</u>
Property Tax Receivable, December 31,	112,348	384	70,317	41,647
Less: Allowance for Uncollectible	<u>(8,329)</u>			<u>(8,329)</u>
Total Tax Receivable (Net)	<u>\$ 104,019</u>	<u>\$ 384</u>	<u>\$ 70,317</u>	<u>\$ 33,318</u>

Uncollectible amounts are estimated to be 20% of the delinquent taxes at December 31, 2012.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE 5. COMMITMENTS

Service Contract with City of Weslaco and South Texas Emergency Care

The District has a service contract with the City of Weslaco, Texas effective through October 1, 2012, requiring quarterly payments of \$18,750 per quarter, plus premiums on ambulance operating insurance. The contract for October 1, 2012 to September 30, 2013 is for \$100,000, requiring \$25,000 quarterly payments.

	<u>2012</u>	<u>2011</u>
City of Weslaco	<u>\$ 81,250</u>	<u>\$ 75,000</u>

The District has a service contract with Valley Air Care effective through May 2012 requiring an annual payment of \$12,000, plus premiums on ambulance operating insurance.

	<u>2012</u>	<u>2011</u>
Valley Air Care *	<u>\$ -</u>	<u>\$ 5,000</u>

* On June 20, 2011, Hidalgo County Emergency Services District No. 1 paid the annual contract of \$12,000. On September 19, 2011, the Board approved the termination of the Service Agreement for the period from June 1, 2011 to May 31, 2012, effective November 1, 2011. Refund of \$7,000 was received from Valley Air Care on November 21, 2011. The contract was not renewed in the current year.

NOTE 6. RISK MANAGEMENT

The District is exposed to various uncertainties for losses related to intentional and unintentional torts; theft of, errors or omissions; catastrophes; and claims by patients or clients transported by ambulance units for which the District carries commercial insurance coverage. There have been no significant reductions in insurance coverage from the previous year. No negotiated settlements or jury awards have exceeded policy limits in any of the past three years.

The District's management is not aware of any pending or alleged claims that could exceed the policy limits of the present insurance coverage.

NOTE 7. PRIOR PERIOD ADJUSTMENT

	<u>2012</u>	<u>2011</u>
Fund Balance, January 1,	\$ 356,607	\$ 356,607
Excess of Revenues Over (Under) Expenditures	4,742	6,250
Understatement of Expenditure		(6,250)
Fund Balance, December 31, As Restated	<u>\$ 361,349</u>	<u>\$ 356,607</u>

NOTE 8. SUBSEQUENT EVENTS

Subsequent events were evaluated through August 15, 2013 which is the date the financial statements were available to be issued.

PART II
SUPPLEMENTAL SECTION

**HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2012 AND 2011**

(A) Services Provided to the Citizens of the District

Types of Service	<u>Years</u>	
	<u>2012</u>	<u>2011</u>
EMS Calls	Not Available	3,231
Fire by Type:		
Business Structure and Dwellings	-	22
Mobile Home	-	6
Motor Vehicle Accidents	-	110
Grass	-	118
Refuse	-	76
Vehicles	-	17
Rescue	-	9
Assist EMS	-	120
Fire Alarms & Equipment	-	38
*Other	-	130
	* Other-Washdowns	
	Search	
	Drownings	
	Electrical	
	Gas Leak	
	False Alarms	
	Bee Calls	

(B) Insurance Coverage is as follows:

<u>Type of Coverage</u>	<u>Dollar Amounts</u>
Fidelity Bond Coverage	\$ 100,000
Commerical General Liability	1,000,000
Public Official's Liability	500,000
Ambulance Operators/Fire Fighter E & O	500,000
Mal-practice Insurance	1,000,000
Crime Policy	50,000

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

RECEIVED

AUG 27 2013

COUNTY JUDGE

August 26, 2013

Honorable Ramon Garcia, County Judge
Hidalgo County Judge's Office
1615 S. Closner, Suite J
Edinburg, Texas 78539

Subject: Emergency Services District No. 3
Financial Report for the Year Ended December 31, 2012

Dear Judge Garcia:

Pursuant to Health and Safety Code §775.082(b), an emergency services district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records.

Attached please find six (6) copies of the audited financial report for Emergency Services District No. 3 for the Year Ended December 31, 2012 for the Commissioners Court and Court Reporter. Please prepare an agenda item on the next available Commissioners Court meeting for presentation and acceptance of the financial report.

If you have questions, please do not hesitate to call me at 318-2511 ext. 4604.

Respectfully,


Raymundo Eufrazio, CPA
Hidalgo County Auditor

Enclosures (6)

cc: Yolanda Chapa, Chief Administrator
Hidalgo County Judge's Office
(w/o enclosures)

RECEIVED

OFFICE OF EXECUTIVE OFFICER
ON: 10/25/13 BY: 

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 12TH D.C.

RODOLFO DELGADO
JUDGE, 19TH D.C.

J. R. "BOBBY" FLORES
JUDGE, 13TH D.C.

ROSE GUERRA REYNA
JUDGE, 20TH D.C.

JUAN R. PARTIDA
JUDGE, 27TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 33RD D.C.

NICOLE GONZALEZ
JUDGE, 37TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 38TH D.C.

AIDA SALINAS FLORES
JUDGE, 39TH D.C.

ISRAEL RAMON, JR.
JUDGE, 43RD D.C.

JESSE CONTRERAS
JUDGE, 44TH D.C.

**HIDALGO COUNTY
EMERGENCY SERVICE DISTRICT NO. 3**

**P.O. Box 3489
Edinburg, Texas 78539**

**Phone: (956) 739-6842
Fax: (956) 287-4487
E-mail: fpradolaw@msn.com**

August 23, 2013

Mr. Ray Eufracio, CPA
Hidalgo County Auditor
2808 South Business Highway 281
Edinburg, Texas 7839

RE: Hidalgo County ESD # 3 -- 2012 Audit

Dear Mr. Eufracio:

Enclosed, please find six (6) copies of the Hidalgo County Emergency Services District No. 3's audited financial statement for the year ended December 31, 2012 for distribution to your office, County Commissioners, and the County Commissioners' Court as needed.

If you have any questions, please do not hesitate to contact me.

Sincerely,



FRANCISCO J. PRADO, JR.
General Counsel
Hidalgo County ESD # 3

Encl. (6 Copies 2012 Audit)

Received by: _____

Date: _____

Printed Name

2013 AUG 23 PM 2 23

RECEIVED BY
COUNTY AUDITOR

**Hidalgo County Emergency
Services District No. 3
Audited Financial Report
For the Year Ended December 31, 2012**

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

AUDITED FINANCIAL REPORT

**FOR THE YEAR ENDED
DECEMBER 31, 2012**

OFFICERS AND DIRECTORS

RUDY ZAMORA
President

LOUIE KIEFFER
Secretary-Treasurer

AARON VELA
Member

FRED CAPPADONA
Member

LUIS FLORES
Member

Hidalgo County Emergency Services District No. 3
For the Year Ended December 31, 2012
Table of Contents

Financial Section

Independent Auditor's Report.....	1-2
Management Discussion and Analysis.....	3-7
Basic Financial Statements:	
Statement of Net Position.....	8
Statement of Activities.....	9-10
Fund Financial Statements	
Governmental Funds:	
Balance Sheet.....	11
Reconciliation of Governmental Funds Balance Sheet	
to the Statement of Net Position.....	12
Statement of Revenues, Expenditures and Changes in Fund Balance.....	13
Reconciliation of Governmental Funds Statement of Revenues,	
Expenditures and Changes in Fund Balance	
to the Statement of Activities.....	14
Notes to Financial Statements.....	15-22

Required Supplementary Information

Schedule of Revenues, Expenditures and Changes	
In Fund Balance-Budget and Actual-General Fund.....	23

GAS Compliance Section

Independent Auditor's Report on Internal Control Over Financial Reporting and on	
Compliance and Other Matters Based on an Audit of Financial Statements	
Performed In Accordance with Government Auditing Standards.....	24-25
Schedule of Findings and Questioned Costs.....	26-27
Summary Schedule of Prior Audit Findings.....	28
Corrective Action Plan.....	29

Financial Section

 Oscar R. González, CPA
&
Associates, P.L.L.C.
Certified Public Accountants

208 W. Ferguson Unit #1 • Pharr, Texas 78577

Tel: (956) 787-9909 • Fax: (956) 787-3067

Email: org110n@aol.com

Oscar R. González
Melissa González

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the
Hidalgo County Emergency Services District No. 3

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hidalgo County Emergency Services District No. 3 as of and for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Hidalgo County Emergency Services District No. 3, as of December 31, 2012, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis on Matter

As described in Note II(1) to the financial statements, the District adopted the provisions of GASB Statement No. 63 *Financial Reporting of Deferred Outflows of Resources, Deferred Inflow of Resources and Net Position* for the year ended December 31, 2012. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-7 and 23 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 2, 2013, on our consideration of the Hidalgo County Emergency Services District No. 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Hidalgo County Emergency Services District No. 3's internal control over financial reporting and compliance.



Oscar R. Gonzalez, CPA & Associates, PLLC
Certified Public Accountants
Pharr, Texas

August 2, 2013

Management's Discussion and Analysis

Hidalgo County Emergency Services District No. 3 Management's Discussion and Analysis

This section of Hidalgo County Emergency Services District No. 3 (The District) annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year ended December 31, 2012. Please read it in conjunction with the District's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$966,324 as of December 31, 2012.
- During the year, the District's expenses were \$198,773 and \$457,609 was generated in taxes and interest revenue for governmental activities.
- The general fund reported a fund balance this year of \$839,976.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the District's overall financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the government, reporting the District's operations in more detail than the government-wide statements.
- The *governmental funds* statements tell how *general government* services were financed in the *short term* as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and related to one another.

Figure A-1, Required Components of the District's Annual Financial Report

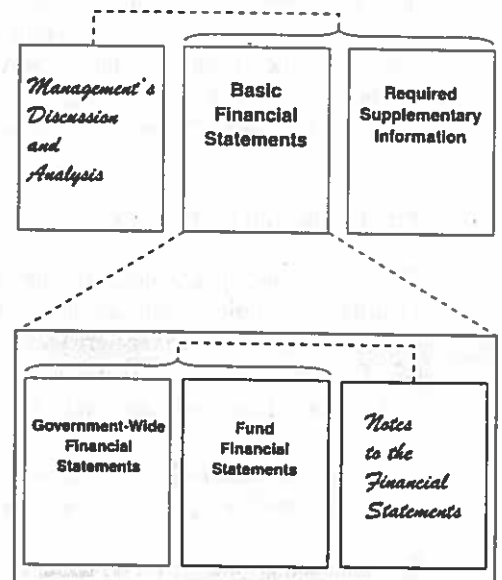


Figure A-2 summarizes the major features of the District's financial statements, including the portion of the district government they cover and the types of information they contain. The remainder of this overview section of management's discussion and analysis explains the structure and contents of each of the statements.

Summary  Detail

Government-wide Statements

The government-wide statements report information about the district as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets, deferred outflows of resources, liabilities and deferred inflows of resources. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

Hidalgo County Emergency Services District No. 3 Management Discussion and Analysis

The two government-wide statements report the District's net position and how they have changed. Net position—the difference between the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources—is one way to measure the District's financial health or *position*.

- Over time, increases or decreases in the District's net position are an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base

The government-wide financial statements of the District include the *Governmental activities*. Most of the District's basic services are included here, such as emergency services. Property taxes finance most of these activities.

Figure A-2 Major Features of the District's Government-wide and Fund Financial Statements

Type of Statements	Government-wide Entire Agency's government (except fiduciary funds) and the Agency's component units	Governmental Funds The activities of the district that are not proprietary or fiduciary	Fund Statements Proprietary Funds Activities the district operates similar to private businesses; self-insurance	Fiduciary Fund Instances in which the district is the trustee or agent for someone else's resources
Scope				
	* Statement of net position	* Balance sheet	* Statement of net position	* Statement of fiduciary net position
Required financial statements	* Statement of activities	* Statement of revenues, expenditures & charges in fund balances	* Statement of revenues, expenses and changes in fund net position	* Statement of changes in fiduciary net assets
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both financial and capital, and short-term and long- term	All assets and liabilities, both short-term and long- term; the Agency's fund not currently contain capital assets, although they can
Type of inflow/outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter	All revenues and expenses during year, regardless of when cash is received or paid	All revenues and expenses during year, regardless of when cash is received or paid

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant *funds*—not the District as a whole. Funds are accounting devices that the District uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law and by bond covenants.
- The Members of the District Board of Directors established other funds to control and manage money for particular purposes or to show that it is properly using certain taxes.

The District has the following kinds of funds:

- **Governmental funds**—Most of the District's basic services are included in governmental funds, which focus on (1) how *cash and other financial assets* that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explain the relationship (or differences) between them.

Hidalgo County Emergency Services District No. 3 Management Discussion and Analysis

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net position. The District's combined net position was \$ 966,324 at December 31, 2012. (See Table A-1).

	Primary Government		Increase / Decrease
	2012	2011	2011-2012
ASSETS			
Current Assets:			
Cash, Cash Equivalents, and Investments	\$ 654,575	\$ 582,164	\$ 72,411
Property Taxes Receivable (Net)	326,189	140,323	185,866
Interest Receivable	705	745	(40)
Total Assets	981,469	723,232	258,237
DEFERRED OUTFLOW OF RESOURCES			
Aggregated Deferred Outflows	-	-	-
Total Deferred Outflows of Resources	-	-	-
LIABILITIES			
Current Liabilities:			
Accounts Payable	15,145	15,744	(599)
Total Liabilities	15,145	15,744	(599)
DEFERRED INFLOW OF RESOURCES			
Aggregated Deferred Inflows	-	-	-
Total Deferred Inflows of Resources	-	-	-
NET POSITION			
Invested in Fixed Assets Net of Related Debt	-	-	-
Restricted	250,000	-	250,000
Unrestricted	716,324	707,488	8,836
Total Net Position	\$ 966,324	\$ 707,488	\$ 258,836

Financial Analysis:

- Total assets for the primary government increased from \$723,232 to \$981,469 a net increase of \$258,237 from last year.
- Total liabilities for the primary government decreased from \$15,744 to \$15,145, a net decrease of \$599 from last year.
- In 2012 net position for the Primary Government increased from \$707,488 to \$966,324 a net increase of \$258,836 from last year.
- There was a restriction of part of the unrestricted net position caused by a board commitment of \$250,000 towards the construction of an emergency facility for Hidalgo County.

Hidalgo County Emergency Services District No. 3 Management's Discussion and Analysis

Change in Net Position. Referring to Table A-2, the total change in net position for the year was an increase of \$258,836.

Table A-2
Hidalgo County Emergency Services District No.3
(In dollars)

	Primary Government		Increase / Decrease
	2012	2011	2011-2012
General Purpose Revenues and Transfers:			
Revenues			
Property Tax Revenue	\$ 453,802	\$ 159,434	\$ 294,368
Interest Revenue	3,807	6,026	(2,219)
Total General Revenues and Transfers	457,609	165,460	292,149
Governmental Activities			
Emergency Service	198,773	258,766	(59,993)
Total Expenses	198,773	258,766	(59,993)
Change in Net Position	258,836	(93,306)	352,142
Net Position Beginning-of Period	707,488	793,172	(85,684)
Prior Period Adjustments	-	7,622	(7,622)
Net Position at Ending of Period	\$ 966,324	\$ 707,488	\$ 258,836

- Total general revenues for the primary government increased from \$165,460 to \$457,609 a net increase of \$292,149 from last year.
- Total expenses for the primary government decreased from \$258,766 to \$198,773 a net decrease of \$59,993 primarily due to the district not renewing contract of Air Care services for the year.
- The total change in net position for the fiscal year 2012 was \$258,836 a \$352,142 increase from last year's change in net assets of (\$93,306).

GENERAL FUND BUDGETARY HIGHLIGHTS

- Expenditures were budgeted on September 22, 2011, for year 2012 at \$487,210 and were not amended by the board during the year. Actual expenditures for the year were \$198,773, which creates a positive variance of \$288,437 mainly caused by the budgeted expenses for the purchase of land that was not purchased.
- Revenues were budgeted on September 22, 2011, for year 2012 at \$153,000 and were not amended by the board during the year. Actual revenues for the year were \$400,203, which creates a positive variance of \$247,203
- Overall revenues over expenditures were of \$201,430, which in comparison with budgeted expenditures over revenues of (\$334,210) created a positive variance of \$535,640.

Hidalgo County Emergency Services District No. 3 Management's Discussion and Analysis

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At the end of 2012, the District had no investment in medical equipment, left in excess of accumulated depreciation. (See Table A-3.)

Table A-3
General Capital Assets

	Primary Government	
	Balance as of December 31, 2011	Balance as of December 31, 2012
<u>Capital Assets</u>		
Medical Equipment	\$ 72,235	\$ 72,235
<i>Total Capital Assets</i>	<u>72,235</u>	<u>72,235</u>
<u>Accumulated Depreciation</u>		
Accumulated Depreciation	72,235	72,235
<i>Total Accumulated Depreciation</i>	<u>72,235</u>	<u>72,235</u>
 Total Capital Assets Net of Accumulated Depreciation	 \$ -	 \$ -

More detailed information about the District's capital assets is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- Appraised value used for the 2013 budget preparation is up to \$ 1,576,671,782.
- General operating fund spending budget for 2013 was prepared based on history of actual definite revenues and essential expenses to operate.
- District is planning to renew the ambulance services for next year increasing expenditures.

These indicators were taken into account when adopting the general fund budget for 2013.

If these estimates are realized, the District's budgetary general fund balance is not expected to change appreciably by the close of 2013.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's Board of Directors on P.O. Box 3489 220C South 12th Street Edinburg, Texas 78539.

Basic Financial Statements

Hidalgo County Emergency Services District No. 3
Statement of Net Position
December 31, 2012

	Primary Government	
	Governmental Activities	Total
ASSETS		
Cash and Cash Equivalents	\$ 186,116	\$ 186,116
Investments	468,459	468,459
Property Taxes Receivable (Net)	326,189	326,189
Interest Receivable	705	705
<i>Total Assets</i>	<u>981,469</u>	<u>981,469</u>
DEFERRED OUTFLOWS OF RESOURCES		
Aggregated Deferred Outflows	-	-
<i>Total Deferred Outflows of Resources</i>	<u>-</u>	<u>-</u>
LIABILITIES		
Accounts Payable	15,145	15,145
<i>Total Liabilities</i>	<u>15,145</u>	<u>15,145</u>
DEFERRED INFLOWS OF RESOURCES		
Aggregated Deferred Inflows	-	-
<i>Total Deferred Inflows of Resources</i>	<u>-</u>	<u>-</u>
NET POSITION		
Restricted	250,000	250,000
Unrestricted	716,324	716,324
<i>Total Net Position</i>	<u>\$ 966,324</u>	<u>\$ 966,324</u>

The notes to these statements are an integral part of these statements.

Hidalgo County Emergency Services District No. 3
Statement of Activities
For the Year Ended December 31, 2012

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>
Primary Government				
Governmental Activities:				
Emergency Services	\$ 198,773	\$ -	\$ -	\$ -
<i>Total Governmental Activities</i>	<u>198,773</u>	<u>-</u>	<u>-</u>	<u>-</u>

General Purpose Revenues and Transfers:

Revenues

Property Tax Revenue

Interest Revenue

Transfers

Total General Revenues and Transfers

Change in Net Position

Net Position at Beginning of Period

Net Position at End of Period

The notes to these statements are an integral part of these statements.

Net (Expense) Revenue	
Primary Government	
Governmental Activities	Total
\$ (198,773)	\$ (198,773)
(198,773)	(198,773)

453,802	453,802
3,807	3,807
-	-
457,609	457,609
258,836	258,836
707,488	707,488
\$ 966,324	\$ 966,324

Hidalgo County Emergency Services District No. 3
Balance Sheet
Governmental Funds
December 31, 2012

	<u>General Fund</u>	<u>Total Governmental Funds</u>
ASSETS		
Cash and Cash Equivalents	\$ 186,116	\$ 186,116
Investments	468,459	468,459
Property Taxes Receivable (Net)	326,189	326,189
Interest Receivable	705	705
<i>Total Assets</i>	<u>981,469</u>	<u>981,469</u>
 DEFERRED OUTFLOWS OF RESOURCES		
Aggregated Deferred Outflows	-	-
<i>Total Assets and Deferred Outflows of Resources</i>	<u>\$ 981,469</u>	<u>\$ 981,469</u>
 LIABILITIES		
Accounts Payable	\$ 15,145	\$ 15,145
Unearned Revenue	126,348	126,348
<i>Total Liabilities</i>	<u>141,493</u>	<u>141,493</u>
 DEFERRED INFLOWS OF RESOURCES		
Aggregated Deferred Inflows	-	-
<i>Total Deferred Inflows of Resources</i>	<u>-</u>	<u>-</u>
 FUND BALANCE		
Committed for:		
Facility Construction	250,000	250,000
Unassigned	589,976	589,976
<i>Total Fund Balance</i>	<u>839,976</u>	<u>839,976</u>
<i>Total Liabilities, Deferred Inflows of Resources and Fund Balance</i>	<u>\$ 981,469</u>	<u>\$ 981,469</u>

The notes to these statements are an integral part of these statements.

Hidalgo County Emergency Services District No. 3
Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position
December 31, 2012

Total Fund Balance - Governmental Funds	\$ 839,976

The amount of the current property tax levy that has been recorded as revenue during the period and is expected to be collected within about 60 days after year-end should be included as revenue for the current period.	126,348

Total Net Position-Governmental Funds	<u>\$ 966,324</u>

The notes to these statements are an integral part of these statements.

Hidalgo County Emergency Services District No. 3
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended December 31, 2012

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Revenues		
Property Tax Revenue	\$ 396,396	\$ 396,396
Interest Revenue	3,807	3,807
Total Revenues	<u>400,203</u>	<u>400,203</u>
Expenditures		
Ambulance Services	170,004	170,004
First Responder Service	225	225
Professional Fees	25,490	25,490
Legal Advertisements	172	172
County Annual Assessment	1,474	1,474
Board Meeting Expenses	470	470
Insurance Expense	612	612
Bank Charges Expense	15	15
Membership Fees	250	250
Miscellaneous Expenses	61	61
Total Expenditures	<u>198,773</u>	<u>198,773</u>
Excess of Revenues Over (Under) Expenditures	<u>201,430</u>	<u>201,430</u>
Net Change in Fund Balance	201,430	201,430
Fund Balance at Beginning of Period	638,546	638,546
Fund Balance at End of Period	<u>\$ 839,976</u>	<u>\$ 839,976</u>

The notes to these statements are an integral part of these statements.

Hidalgo County Emergency Services District No. 3
Reconciliation of Governmental Funds Statement of Revenues, Expenditures, and
Changes in Fund Balance to the Statement of Activities
For the Year Ended December 31, 2012

Total Net Change in Fund Balances - Governmental Funds	\$ 201,430

The amount of the current property tax levy that has been recorded as revenue during the period and is expected to be collected within about 60 days after year-end should be included as revenue for the current period.	57,406

Changes in Net Position-Governmental Funds	<u>\$ 258,836</u>

The notes to these statements are an integral part of these statements.

Notes to the Financial Statements

Hidalgo County Emergency Services District No. 3
Notes to Financial Statements
For the Year Ended December 31, 2012

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General Statement

This summary of significant accounting policies of Hidalgo County Emergency Services District No. 3 (The District) is presented to assist the reader in understanding the district's financial statements. The financial statements and notes are representations of the district's management.

The District was created and organized as provided by Article III, Section 48-d, of the Texas Constitution to protect life and property from fire and to conserve natural and human resources. The district is a political subdivision of the state. A five-member fire commissioners board governs operations of the District. Members of the board are appointed by the Hidalgo County Commissioner's Court.

The accounting and reporting policies of the District relating to the funds included in the accompanying basic financial statements conform to accounting principles generally accepted in the United States of America applicable to the state and local governments. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled Audits of State and Local Governmental Units by the Financial Accounting Standards Board (FASB), when applicable.

Financial Reporting Entity

The District's financial reporting entity comprises the following:

Primary Government: Hidalgo County Emergency Services District No. 3

The District's basic financial statements include the accounts of all District operations. The criteria for including organizations as component units with a governmental reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental and Financial Reporting Standards, include whether:

- The organization is legally separate (can sue and be sued in their own name)
- The District holds the corporate powers of the organization
- The District appoints a voting majority of the organization's board
- The District is able to impose its will on the organization
- The organization has the potential to impose a financial benefit/burden on the District
- There is fiscal dependency by the organization on the District.

Based on these criteria, the District is a component unit of Hidalgo County.

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of the net position and the statement of activities. These statements report information on all of the non-fiduciary financial information for the District. Eliminations have been made to minimize the double-counting of internal activities. Individual funds are not displayed, but the statements highlight governmental activities (generally supported by taxes and the District general revenue). The effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or program. Program revenues includes 1) charges to customers or applicants whose purchase, use, or directly benefit from goods, services, or privileges provided by a given program and 2) operating or capital grants and contributions that are restricted to meeting the operations or capital requirements of a particular program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Hidalgo County Emergency Services District No. 3
Notes to Financial Statements
For the Year Ended December 31, 2012

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The fund financial statements provide reports on the financial condition and results of operations about the District's funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. Currently the District only has one General Fund.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements of the District are prepared in accordance with generally accepted accounting principles (GAAP). The District's reporting entity applies all relevant GASB pronouncements and applicable FASB pronouncements and accounting Principles Board (APB) opinions issued on or before November 30, 1989, unless they conflict with GASB pronouncements. The District's reporting entity does not apply FASB pronouncements or APB pronouncements or APB opinions issued after November 30, 1989.

The government-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included on the statement of net position and the operating statements present increase (revenues) and decrease (expenses) in net total assets.

Under the accrual basis of accounting, revenues are recognized when earned. Expenses are recognized at the time the liability is incurred. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of current period. The District considers property taxes as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred. The revenues susceptible to accrual are property taxes and interest income. All other governmental fund revenues are recognized when received if any.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as needed.

Fund Types and Major Funds

Governmental Funds

The District's basic financial statements include the accounts of all District operations. The criteria for including organizations

- *General Fund* – reports the primary fund of the District. This fund is used to account for all financial resources not reported in other funds.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position

1. Cash and Investments

The District considers cash and cash equivalents any account maturing within ninety days for financial statement reporting purposes. All investments are recorded at fair value based on quoted market prices. Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties.

Hidalgo County Emergency Services District No. 3
Notes to Financial Statements
For the Year Ended December 31, 2012

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

2. Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 31 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable within the current period. The District considers property taxes as available if collected within 60 days after year end.

Taxable property includes real property and certain personal property situated in the District. Certain properties of religious, educational and charitable organizations, including the federal government and the State of Texas, are exempt from taxation. Additionally, there are other exemptions as noted below in arriving at the total assessed valuation of taxable property. The valuations are subject to county-wide revaluation every five years. The effective rate is based upon the previous year's total assessed valuation.

Allowances for uncollectible tax receivables within the General and Debt Service funds are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and included as part of the allowance for uncollectible; except for tax receivables over 20 year, the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. The District does not write off tax receivable greater than 20 years.

3. Transactions between Funds

Legally authorized transfers are treated as interfund transfers and are included in the results of operations of the Governmental funds.

4. Capital Assets

Capital assets include property, plant, and equipment, are reported in the applicable governmental activities column in the government-wide financial statements. All capital assets are valued at historical cost or estimated historical cost if actual historical is not available. Donated assets are capital assets valued at their fair market value on the date donated. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized. Interest has not been capitalized during the construction period on property, plant and equipment.

Assets capitalized have an original cost of \$5,000 or more and over three years of useful life. Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Buildings	50 Years
Infrastructure	30 Years
Improvements	20 Years
Machinery and Equipment	3-15 Years

5. Long-Term Obligations

In the government-wide, proprietary and component unit financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as issuance cost are deferred and amortized over the life of the bonds using the straight line method as the amount is immaterial against the effective interest method. Unamortized bond premium and discount, issuance cost and gain or loss on refunding are not netted against the liability, but recorded in the asset portion of the financial statements. In the fund financial statements, long-term liabilities are not recorded in the governmental funds as the payment of the obligations will not be made

Hidalgo County Emergency Services District No. 3
Notes to Financial Statements
For the Year Ended December 31, 2012

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

by current financial resources. The governmental fund financial statements recognize the proceeds of debt as other financing resources. As of the end of the fiscal year there are no outstanding long-term obligations.

6. Net Position / Fund Equity

In the government-wide financial statements, net position is classified as Invested in Capital Assets-Net of Related Debt, Restricted Net Position, or Unrestricted Net Position. The three categories are described below:

- *Invested in Capital Assets-Net of Related Debt:* This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of these assets reduce this category.
- *Restricted Net Position:* This category presents external restrictions imposed by creditors, grantors, contributors, laws or regulations of other governments, and restrictions imposed by law through constitutional provisions or enabling legislation. Currently the district has restricted \$250,000 of their net position as a commitment for the construction of a facility to provide emergency services to the Linn-San Manuel and surrounding areas.
- *Unrestricted Net Position:* This category represents the net position of the District which is not restricted for any project or any other purpose.

The District adopted GASB 54 as part of its fiscal year ending December 31, 2011. The intention of the GASB is to provide a more structured classification of fund balance and to improve the usefulness of fund balance reporting to the users of the District's financial statements. The reporting standard establishes a hierarchy for fund balance classifications and the constraints imposed on the uses of those resources. GASB 54 provides for two major types of fund balances which are non-spendable and spendable.

- *Nonspendable*—Amounts that cannot be spent either because they are in a nonspendable form or because they are legally or contractually required to be maintained intact.
- *Restricted*—Amounts that can be spent only for specific purposes because of the District Charter, the District Code, state or federal laws, or externally imposed conditions by grantors or creditors.
- *Committed*—Amounts that can be used only for specific purposes determined by a formal action by Board Members ordinance or resolution.
- *Assigned*—Amounts that are designated by the President of the Board for a particular purpose but are not spendable until a budget ordinance is passed or there is a majority vote approval (for capital projects or debt service) by the Board Members.
- *Unassigned*—All amounts not included in other spendable classifications.

7. Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires the use of estimates by management. An estimate is used for the allowance for uncollectible Taxes, which is calculated by management in accordance with policy and is based on prior year's results of collectability.

Hidalgo County Emergency Services District No. 3
Notes to Financial Statements
For the Year Ended December 31, 2012

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

1. New Accounting Standards

On June 2011, GASB issued *Statement No. 63, Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. This statement is effective for financial statements for periods beginning after December 15, 2011. This statement provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. Concepts *Statement No. 4, Elements of Financial Statements*, introduced and defined those elements as a consumption of net position by the government that is applicable to a future reporting period, an acquisition of net position by the government. This statement amends the net asset reporting requirements in *Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis for State and Local Governments*, and other pronouncements by incorporating deferred outflows of resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position, rather than net assets. The District implemented GASB Statement No. 63 during fiscal year end 2012. This statement had no significant impact on the District.

2. Budget Basis of Accounting

The District prepares its annual budget on a basis (budget basis), which differs from generally accepted accounting principles (GAAP Basis). The budget and all transactions are presented in accordance with the District's method (budget basis) in the Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General fund to provide a meaningful comparison of actual results with the budget. The major differences between budget and GAAP basis are stated in the statement and schedules associated with the analysis of actual results to the budgeted expectations.

3. Excess of General

Expenditures exceeded appropriations in the following line items:

<u>Expenditure</u>	<u>Excess</u>
Professional Fees	\$ 7,990
Membership Fees	\$ 250
Ambulance Services	\$ 4
Bank Charges Expenses	\$ 15
Miscellaneous Expenses	\$ 61

4. Finance-Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None	Not Applicable

5. Committed Fund Balance / Restricted Net Position

On April 5, 2012, the District's board committed \$250,000 towards the construction of a new emergency facility to serve the county of Hidalgo and the Linn-San Manuel Area. This commitment was made to fund balance in order to restrict resources towards the payment. It will also appear as restricted net position, since it was enacted by resolution 2012-1, of the Hidalgo County Emergency Services District No. 3.

Hidalgo County Emergency Services District No. 3
Notes to Financial Statements
For the Year Ended December 31, 2012

III. DETAILED NOTES ON FUNDS

A. Deposits

District's funds are required to be deposited and invested under the terms of a depository contract and investment policy pursuant to state statute. The depository bank deposits for safekeeping and trust with its agent approved pledged securities authorized by Chapter 2257 Collateral for Public Funds of the Government Code in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

At December 31, 2012, the carrying amount of the District's deposits was \$186,116. The District has one depository account which is Lone Star National Bank.

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District has a policy of maintaining contact with the trust department of its depository agency to eliminate all custodial credit risk. As of December 31, 2012, the District's actual bank balance of \$98,315 was not exposed to custodial credit risk and was fully insured or collateralized.

	<u>Balance as of</u> <u>December 31, 2012</u>
Petty Cash	\$ 125
Lone Star National Bank Account	185,991
Total Cash and Cash Equivalents	<u>\$ 186,116</u>

B. Investments

The District is required by Government code Chapter 2256, the public Funds Investment Act ("Act"), to adopt, implement, and publicize an investment policy. That policy must be written, primarily emphasize safety of principal and liquidity, address investment diversification, yield, and maturity and the quality and capability of investment management, and include a list of the types of authorized investments in which the investing entity's funds may be invested, and the maximum allowable stated maturity of any individual investment owned by the entity.

The Act requires an annual audit of investment practices. Audit procedures in this area conducted as part of the audit of the general purposes financial statements disclosed that in the areas of investment practices, management reports and establish appropriate policies. The District has not adopted, implemented or publicized an investment policy as of December 31, 2012.

The District has certificate of deposits investments at December 31, 2012, with Lone Star National Bank in the amount of \$468,459. The funds are available without penalty at their maturity date of July 9, 2013, they are not considered as cash equivalents because they have maturities of 3 months or more as of the end of year.

Lone Star National Bank fully secures the District's cash and investments with pledged securities and FDIC Insurance. FDIC insurance for the year was \$250,000 and securities pledged and used to secure the District's accounts amounts to \$485,738 giving a total collateral of \$735,738 enough to secure both the depository account and the certificates of deposit that amount to only \$654,575.

Analysis of Specific Deposit and Investment Risks:

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

Hidalgo County Emergency Services District No. 3
Notes to Financial Statements
For the Year Ended December 31, 2012

III. DETAILED NOTES ON FUNDS (Continued)

Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. At year end, the District was not exposed to interest rate risk. By limiting the exposure of its investments, the District reduces its risk to the rising or decreasing interest rates.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized agencies are designed to an indication of credit risk. At year end, the District was not significantly exposed to credit risk.

Custodial Credit Risk

Deposits and investments are exposed to custodial credit risk if they are not covered by the depository insurance and the deposits and investments are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. At year end, the District money was not exposed to custodial credit risk.

Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the District was exposed to concentration of credit risk, but highly collateralized. The District was in compliance with its diversification investment guidelines.

Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

Investments at December 31, 2012 consisted of the following certificates of deposit:

	Maturity Date	Balance as of 12/31/2011	Increases	Decreases	Balance as of 12/31/2012
LSNB CD #45141942	July 9, 2013	\$ 152,850	\$ 919	\$ -	\$ 153,769
LSNB CD #45141934	July 9, 2013	149,815	891	(50,000)	100,706
LSNB CD #45200156	July 9, 2013	212,384	1,600	-	213,984
Total Investments		\$ 515,049	\$ 3,410	\$ (50,000)	\$ 468,459

C. Tax Receivables

Receivables for the District at December 31, 2012, were as follows:

General Fund	Receivable	Allowance for Uncollectibles	Total (Net)
Property Taxes	\$ 343,357	\$ (17,168)	\$ 326,189
	\$ 343,357	\$ (17,168)	\$ 326,189

Hidalgo County Emergency Services District No. 3
Notes to Financial Statements
For the Year Ended December 31, 2012

III. DETAILED NOTES ON FUNDS (Continued)

D. Unearned Revenue

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the year, the unearned revenue reported in the fund financial statements were as follows:

Unearned Revenue Description	General Fund	Total
Property Taxes	\$ 126,348	\$ 126,348
	\$ 126,348	\$ 126,348

E. Accounts Payable

Accounts payable at December 31, 2012 consisted of the following:

Vendor	Payable
Francisco Prado	978
Valley EMS	14,167
Total Accounts Payable	\$ 15,145

F. Capital Assets

Capital asset activity for the year ended December 31, 2012 was as follows:

	Balance as of December 31, 2011	Additions	Deletions	Balance as of December 31, 2012
<u>Capital Assets</u>				
Medical Equipment	\$ 72,235	\$ -	\$ -	\$ 72,235
<i>Total Capital Assets</i>	72,235	-	-	72,235
<u>Accumulated Depreciation</u>				
Accumulated Depreciation	72,235	-	-	72,235
<i>Total Accumulated Depreciation</i>	72,235	-	-	72,235
Total Capital Assets Net of Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -

G. Litigation

The District is not currently a defendant in any lawsuits that could have a material adverse effect on the financial condition of the District at August 2, 2013.

H. Subsequent Events

For the purposes of reporting subsequent events, management has considered events occurring up to August 2, 2013, the date the report was available to be issued. There are no significant subsequent events as of the date of the report.

Required Supplementary Information

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

Hidalgo County Emergency Services District No. 3
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
General Fund (Non-GAAP, Budgetary Basis)
For the Year Ended December 31, 2012

	Budgeted Amounts		Actual	Final
	Original	Final	Budget	Variance
			Basis	Budget Basis
Revenues				
Property Tax Revenue	\$ 150,000	\$ 150,000	\$ 396,396	\$ 246,396
Interest Revenue	3,000	3,000	3,807	807
Total Revenues	153,000	153,000	400,203	247,203
Other Financing Sources	-	-	-	-
Total Revenues and Other Financing Sources	153,000	153,000	400,203	247,203
Expenditures				
Ambulance Services	170,000	170,000	170,004	(4)
First Responder Service	15,000	15,000	225	14,775
Professional Fees	17,500	17,500	25,490	(7,990)
Legal Advertisements	500	500	172	328
County Annual Assessment	2,000	2,000	1,474	526
Board Meeting Expenses	1,500	1,500	470	1,030
Insurance Expense	1,500	1,500	612	888
Bank Charges Expense	-	-	15	(15)
Membership Fees	-	-	250	(250)
Air Care Services	10,710	10,710	-	10,710
EMS Retirement System	10,000	10,000	-	10,000
Educational Programs	7,500	7,500	-	7,500
Travel Expenses	1,000	1,000	-	1,000
Land Acquisition and Facilities	250,000	250,000	-	250,000
Miscellaneous Expenses	-	-	61	(61)
Total Expenditures	487,210	487,210	198,773	288,437
Other Financing Uses	-	-	-	-
Total Expenditures and Other Financing Uses	487,210	487,210	198,773	288,437
Excess (Deficiency) of Revenues and Other Sources Over Expenditures and Other Uses	(334,210)	(334,210)	201,430	535,640
Net Change in Fund Balance	(334,210)	(334,210)	201,430	535,640
Fund Balance at Beginning of Period	638,546	638,546	638,546	-
Fund Balance at End of Period	\$ 304,336	\$ 304,336	\$ 839,976	\$ 535,640

 Oscar R. González, CPA
&
Associates, P.L.L.C.
Certified Public Accountants

208 W. Ferguson Unit #1 • Pharr, Texas 78577

Tel: (956) 787-9909 • Fax: (956) 787-3067

Email: org110n@aol.com

Oscar R. González
Melissa González

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors of the
Hidalgo County Emergency Services District No. 3,

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hidalgo County Emergency Services District No. 3, as of and for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise Hidalgo County Emergency Services District No. 3's basic financial statements and have issued our report thereon dated August 2, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Hidalgo County Emergency Services District No. 3's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Hidalgo County Emergency Services District No. 3's internal control. Accordingly, we do not express an opinion on the effectiveness of Hidalgo County Emergency Services District No. 3's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies. (2012-1), (2012-2), (2012-3), (2012-4), and (2012-5).

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Hidalgo County Emergency Services District No. 3 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests did not disclose instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Hidalgo County Emergency Services District No. 3's Response to Findings

Hidalgo County Emergency Services District No. 3's response to the findings identified in our audit is described in the accompanying corrective action plan. Hidalgo County Emergency Services District No. 3's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Oscar R. Gonzalez, CPA & Associates, PLLC
Certified Public Accountants
Pharr, Texas

August 2, 2013

**Hidalgo County Emergency Services District No. 3
Schedule of Findings and Questioned Cost
For the Year Ended December 31, 2012**

B. Financial Statement Findings

Schedule Reference (2012-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING MATTERS

Criteria: Individual responsible for accounting should possess the sufficient knowledge to prepare financial statements in accordance with GAAP.

Condition: The District's Individual responsible for accounting possesses the necessary accounting experience to reliably initiate, authorize and process financial data and to report such financial data for internal management purposes. However, their job functions are not designed to require that they maintain current expertise in financial reporting requirements for externally released financial statements that are prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP) including the presentation format of the financial statements and all of the related footnotes that accompany such financial statements.

Cause: Lack of knowledge about financial statement preparation.

Effect: Accounting staff does not possess the sufficient knowledge to prepare financial statements in accordance with GAAP.

Recommendation: The District's financial staff should obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Questioned Costs: - \$0 -

Schedule Reference (2012-2) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Criteria: Property tax assessed and not collected at the end of the year must be accrued as property tax receivables, and reduced by its appropriate allowance for uncollectible taxes in accordance with the District's policy.

Condition: No accrual is being made of property tax assessed and not collected by the end of the year as property tax receivables.

Cause: Lack of controls over the recording of property tax receivable amounts.

Effect: The District's books did not reflect property tax receivables owed to the District.

Recommendation: Cutoff procedures need to be performed on property tax receivable balances near after the end of the year in order to assure that receivables assessed during the year are included as receivables if not collected by the end of the year.

Questioned Costs: - \$0 -

Schedule Reference (2012-3) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Criteria: Proper accrual of transactions in accordance with GAAP requires for the recording of all expenditures using the modified accrual basis of accounting where expenditures are recorded when the related fund liability is incurred.

Condition: Accounts payable cutoff testing procedures revealed that various cash disbursement transactions that were paid after the end of the year had been incurred during the year being audited and were recorded as expenditures in the subsequent year.

Cause: Lack of controls over cutoff procedures of accounts payable transactions occurring near after the end of the fiscal year.

Hidalgo County Emergency Services District No. 3
Schedule of Findings and Questioned Cost
For the Year Ended December 31, 2012

Effect: Expenditures that belong to the year being audited were being recorded as expenditures for the subsequent year.

Recommendation: Cutoff procedures need to be performed on expenditures occurring near after the end of the year in order to assure that transactions that were incurred during the year are included as expenditures in the proper year.

Questioned Costs: - \$0 -

Schedule Reference (2012-4) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Criteria: Interest revenue earned but not yet paid to the District on its certificate of deposit investments needs to be recorded as accrued interest receivable and recorded as earned revenue in the appropriate year even if no actual collection has been made.

Condition: No revenue is being accrued on interest earned due to the passage of time of certificate of deposit investments.

Cause: Investments in certificate of deposits have not been recorded on the books.

Effect: No revenue is being accrued on interest earned due to the passage of time of certificate of deposit investments.

Recommendation: Once investments are recorded, cutoff procedures need to be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Questioned Costs: - \$0 -

Schedule Reference (2012-5) LACK OF ACCOUNTING AND INVESTING POLICIES

Criteria: In order to adequately maintain the processes, authorizations, records and other internal control requirements over purchasing, accounting and investing activities, a written policy must be adopted and authorized by the board of directors and followed as directed.

Condition: The District's policies and procedures did not have a policy in place that adequately describes the processes, authorizations, records and other internal controls required in order for the District to maintain effective control and accountability over purchasing, accounting and investing transactions.

Cause: Lack of control over accounting and investing activities.

Effect: The District does not have an accounting or investment procedures manual.

Recommendation: Implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Questioned Costs: - \$0 -

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO.3
Summary Schedule of Prior Audit Findings
For the Year Ended December 31, 2012

Schedule Reference (2011-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING

Recommendation: The District's financial staff should obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Current Condition: Not Corrected

Schedule Reference (2011-2) CONTROLS OVER CERTIFICATE OF DEPOSIT INVESTMENTS

Recommendation: The balance on all certificate of deposit investments needs to be included in the books of the District and reconciled at least quarterly in order to assure that the District has accurate and current balances.

Current Condition: Corrected

Schedule Reference (2011-3) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Recommendation: Cutoff procedures need to be performed on property tax receivable balances near after the end of the year in order to assure that receivables assessed during the year are included as receivables if not collected by the end of the year.

Current Condition: Not Corrected

Schedule Reference (2011-4) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Recommendation: Cutoff procedures need to be performed on expenditures occurring near after the end of the year in order to assure that transactions that were incurred during the year are included as expenditures in the proper year.

Current Condition: Not Corrected

Schedule Reference (2011-5) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Recommendation: Once investments are recorded, cutoff procedures need to be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Current Condition: Not Corrected

Schedule Reference (2011-6) LACK OF ACCOUNTING AND INVESTING POLICIES

Recommendation: Implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Current Condition: Not Corrected

Schedule Reference (2011-7) COLLATERIZED CASH DEPOSITS

Recommendation: The District should consider reviewing the insured deposits on a monthly basis.

Current Condition: Corrected

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT No. 3
Corrective Action Plan
For the Year Ended September 30, 2012

Schedule Reference (2012-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING MATTERS

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: The District's financial staff will obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2012-2) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: Cutoff procedures will be performed on property tax receivable balances near after the end of the year in order to assure that receivables assessed during the year are included as receivables if not collected by the end of the year.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2012-3) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: Cutoff procedures will be performed on expenditures occurring near after the end of the fiscal year in order to assure that transactions that were incurred during the fiscal year are included as expenditures in the proper year.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2012-4) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: Once investments are recorded, cutoff procedures will be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2012-5) LACK OF ACCOUNTING AND INVESTING POLICIES

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: The entity will implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Anticipated Completion Date: As soon as possible.

AI-41559

Comm. Court Executive Office 7. D.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Chuy Ramirez, Bond Counsel
Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Order Acknowledging Consent of Assignment by First Hartford Realty Co. under Economic Development Agreement dated October 1, 2013

BACKGROUND

Attachments

email

1

2

3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 10:17 AM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013 09:45 AM
	Final Approval Date: 11/01/2013	

County of Hidalgo - Edinburg EDC - Lone Star National Bank

From : Chuy Ramirez <ramirezbook@gmail.com>

Thu, Oct 31, 2013 10:42 AM

Subject : County of Hidalgo - Edinburg EDC - Lone Star National Bank 4 attachments

To : Steve Crain <scrain@atlashall.com>, Monica Badillo
<monica.badillo@co.hidalgo.tx.us>, Pedro Salazar | NMLS# 813894
<salazarp@lonestarnationalbank.com>

Mr. Crain & Ms. Badillo:

We request that the attached item be placed on the Comm. Court agenda for next week:

"Resolution Acknowledging Consent of Assignment by First Hartford Realty Co. under Economic Development Agreement dated October 1, 2013".

-- Please see attached documentation & call me if you have any questions. Let me know if I need to be present for the presentation or whether Mr. Crain and the City of Edinburg officials should address this matter.

Chuy

Thanks,

Chuy

Ramirez & Guerrero, LLP
Ebony Park Estates Business Center
Suite B
700 North Veteran's Blvd.
San Juan, Texas 78589
jramirez@rg-legal.com
tel. 956-502-5424
mobile. 956-207-2443

 **Final.Assignment of Economic Development Agreement.10.30.13.doc**

60 KB

 **Resolution of County.10.30.13a.doc**

30 KB

 **ACKNOW CONSENT County.10.30.13a.doc**

27 KB

 **COUNTY GEN CERT.10.30.13.doc**

46 KB

GENERAL CERTIFICATE OF COUNTY OF HIDALGO

October 1, 2013

The undersigned officers of the County of Hidalgo (the "County") do hereby execute and deliver this certificate for the benefit of all persons interested in the Assignment of Economic Development Agreement dated October 1, 2013 (the "Assignment"). Except as otherwise indicated, the capitalized terms used in this certificate have the same meanings given to such terms or incorporated in the Assignment and in the Economic Development Agreement, whose parties are First Hartford Realty Corporation and The Shoppes at Rio Grande Valley, LP ("Borrower/Assignor"), the City of Edinburg, Texas, City of Edinburg Economic Development Corporation, City of Edinburg, Texas Local Government Corporation and Hidalgo County, Texas, and Lone Star National Bank, as Lender/Assignee.

We hereby certify that:

1. On January 1, 2013, the following named persons duly constituted the Commissioners Court of the County holding the offices set forth opposite their names:

<u>Name</u>	<u>Office</u>
Ramon Garcia	County Judge
A.C. Cuellar, Jr.	Commissioner
Hector "Tito" Palacios	Commissioner
Joe M. Flores	Commissioner
Joseph Palacios	Commissioner

2. The County is a political subdivision of the State of Texas, duly created, organized and in good standing under the Constitution and laws of the State of Texas.

3. A regular meeting of the County was duly called and held on _____, 2013. At such meeting, all of the members of the Commissioners Court were present as follows:

PRESENT:

ABSENT:

(b) Attached hereto as Exhibit A is a true and correct copy of a resolution (the "Resolution") adopted at such meeting by the unanimous vote of the Commissioners Court present at the meeting referred to in subparagraph (a) above. The originals of such resolution are on file in the official records of the County and such resolution has not been amended (except as herein described) and is in full force and effect; notice of the meeting at which the resolution was adopted was posted in compliance with Chapter 551, Texas Government Code (the "Code"); and each member of the Commissioners Court either received notice of such meeting as prescribed by the Code or waived all requirements for notice of such meeting in accordance with Section 15(d) of the Code.

6. The Acceptance and Consent of Assignment ("Acceptance and Consent of County") as executed and delivered or accepted, as appropriate, by the duly authorized officers of the County acting in their official capacities, is in substantially the same form and text as the copy of such instrument which was authorized and approved by the Resolution, with such changes and revisions therein as have been approved by the Commissioners Court, and is in full force and effect on the date hereof.

7. To the best of our knowledge and belief, each of the representations and warranties of the County contained in the Acceptance and Consent of County and the General Certificate is true and accurate in all material respects as if set forth herein and made on and as of the date hereof.

8. No action has been taken and no proceedings are pending or, to the best of our knowledge, threatened which could result in the dissolution or liquidation of the ; and no litigation or other proceedings are pending or, to the best of our knowledge, threatened in any court or other tribunal of competent jurisdiction, state or federal, in any way (a) restraining or enjoining the enforcement of the Agreement, or (b) questioning or affecting the validity of any of the proceedings relating to the authorization, execution, or delivery of the acknowledgment, or (c) questioning or affecting the validity of the Resolution or the Economic Development

Agreement. The Economic Development Agreement, the Assignment and the Acceptance and Consent of County were properly executed or accepted by the County, have not been amended or rescinded and due performance thereof has been authorized by the County.

WITNESS our signatures and the seal of the County, as of the date first set forth above.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

(SEAL)

The undersigned counsel to the County of Hidalgo hereby certifies that the officers executing the above certificates are the duly elected and qualified incumbents of the offices indicated beneath their respective signatures and that their signatures above are true and genuine.

By: _____
Counsel, County of Hidalgo

Exhibit A

Exhibit B

Exhibit C

Exhibit D

**ACKNOWLEDGEMENT AND CONSENT
OF ECONOMIC DEVELOPMENT AGREEMENT
OF
COUNTY OF HIDALGO**

The County of Hidalgo (the "County"), in consideration of the financing provided to First Hartford Realty Corporation ("Borrower") under the Loan Agreement dated October 1, 2013 ("Loan Agreement") between Borrower ("Borrower/Assignor") and Lone Star National Bank ("Lender/Assignee") as described in the Assignment of Economic Development Agreement dated October 1, 2013 (the "Assignment"), hereby acknowledges and consents to the Assignment and agrees with Lender/Assignee and Borrower/Assignor as follows:

The Economic Development Agreement is in full force and effect, has not been modified or assigned, except for the First Amendment, dated August 21, 2007, copies of which are incorporated in the County's General Certificate of even date herewith, and no event has occurred or failed to occur as of the date hereof which but for the passage of time, the giving of notice or both, would be a default thereunder.

Notices hereunder are to be sent to the following addresses:

To Lender/Assignee: LONE STAR NATIONAL BANK
 520 E. Nolana Ave.
 McAllen, Texas 78504

To City: CITY OF EDINBURG
 415 W. University Dr.
 Edinburg, Texas 78541

Dated: _____, 2013.

COUNTY:

COUNTY OF HIDALGO

By: _____

Name: _____

Title: _____

[EXECUTION PAGE OF CONTRACTOR'S ACKNOWLEDGEMENT AND CONSENT TO
ASSIGNMENT OF CONSTRUCTION DOCUMENTS]

ASSIGNMENT OF PAYMENTS AND REIMBURSEMENTS

UNDER ECONOMIC DEVELOPMENT AGREEMENT

This Assignment is made as of October 1, 2013 (this "Assignment") by FIRST HARTFORD REALTY CORPORATION, a Delaware Corporation ("Assignor"), for the benefit of **LONE STAR NATIONAL BANK**, a national banking corporation, (together with its successors and assigns, "Lender/Assignee").

RECITALS

Pursuant to the terms of that certain Loan Agreement dated as of October 1, 2013 (the "Loan Agreement") between Assignor, The Shoppes at Rio Grande Valley, LP, a Texas limited partnership ("The Shoppes", and together with Assignor, the "Borrower"), and Lender/Assignee, Lender/Assignee has agreed to lend Borrower the sum of Three Million Twenty Nine Thousand Five Hundred Sixty and No/100 Dollars (\$3,029,560.00) under the terms and conditions set out thereto.

To secure repayment of the Obligations (as defined in the Loan Agreement), Assignor has executed and delivered to Lender/Assignee this assignment of the Payments and Reimbursements due Assignor under the Economic Development Agreement by and among Assignor and the City of Edinburg, Texas (the "City"), the Edinburg Economic Development Corporation (the "Corporation"), the City of Edinburg, Texas Local Government Corporation (the "LGC", and along with Corporation and the City, the "Edinburg Parties") and Hidalgo County, Texas, executed to be effective as of the effective date, February 20, 2007 and amended August 16, 2011 (the "Economic Development Agreement") covering certain obligations of the Edinburg Parties to Assignor, obligations which, among other things, includes the Payment and Reimbursement of certain sums to Assignor as consideration and inducement for Assignor to

undertake the development, construction and maintenance of certain Facilities, Site improvements and Public Infrastructure (all defined therein and used herein with the same meanings), a copy of which is attached hereto as Exhibit “A”. Terms are given their definitions in attached Exhibit “B”.

Assignor has designed, constructed, installed and maintained the Facilities, the site improvements and the Public Infrastructure to an extent which entitles Assignor to the Payments and Reimbursements by certain of the Edinburg Parties, those sums, in their amounts as originally established, and in the amounts as currently outstanding, all set out in the following table:

Edinburg Parties	Original Payment or Reimbursement	Balance Due First Hartford Realty Corporation
City of Edinburg	\$3,597,000.00	\$2,010,196.00
Edinburg Economic Development Corporation	\$4,000,000.00	\$2,413,196.00

and which outstanding sums have been confirmed and certified, or will be confirmed and certified to, by Assignor and the Edinburg Parties and upon which certifications Lender/Assignee will rely to make the Loan to Assignor.

Lender/Assignee has required, as a condition to authorizing any disbursement of Loan Proceeds to Assignor, the execution hereof by Assignor and the acknowledgment hereof and consent hereto by the Edinburg Parties and Hidalgo County, Texas.

ACCORDINGLY, in consideration of the foregoing and to secure the Lone Star Indebtedness, Assignor does hereby grant, assign, transfer and set over unto Lender/Assignee all of its right, title and interest in and to the Payments and Reimbursements under the Economic

Development Agreement, but not its obligations or liabilities under, the Economic Development Agreement.

Assignor agrees that Lender/Assignee does not assume any of the obligations or duties of Assignor under or with respect to the Economic Development Agreement. Assignor represents and warrants that it is the sole owner and holder of the Payments and Reimbursements; has made no prior assignments of the Economic Development Agreement; that the Economic Development Agreement is valid; and, except to the extent limited by bankruptcy, reorganization or other laws of general application or equitable principles relating to or affecting the enforcement of creditors' rights, that it is not in default thereunder and that all covenants, conditions and agreements of Assignor under the Economic Development Agreement, in order to entitle Assignor to the Payments and Reimbursements due from the Edinburg Parties, have been performed as required therein. Assignor warrants that the Payments and Reimbursements are owned outright by Assignor, free and clear of all liens and encumbrances; that it has not previously assigned, sold, pledged, mortgaged or otherwise encumbered its interest in the Economic Development Agreement or the Payments and Reimbursements, and agrees not to assign, sell, pledge, mortgage or otherwise transfer or encumber its interest in the Economic Development Agreement and the Payments and Reimbursements so long as this Assignment is in effect.

Assignor hereby irrevocably constitutes and appoints Lender/Assignee to demand, receive, and enforce Assignor's rights with respect to the Economic Development Agreement, and to give appropriate receipts, releases and satisfactions for and on behalf of and in the name of Assignor with the same force and effect as Assignor could do if this Assignment had not been made.

This Assignment shall constitute a perfected, absolute and present assignment and that Lender/Assignee shall have the right under this Assignment to enforce the provisions of the Economic Development Agreement. Upon the occurrence of any Event of Default, Lender/Assignee may, without affecting any of its rights or remedies against Assignor under the Note, Loan Agreement or any other instrument, document or agreement, exercise its rights under this Assignment in any manner permitted by law, and in addition, Lender/Assignee shall have the right to exercise and enforce any or all rights and remedies available to a secured party under the Uniform Commercial Code, as adopted in the State of Texas. If notice to Assignor of any intended disposition of the collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least ten days prior to the date of intended disposition or other action.

Assignor hereby agrees to pay all costs and expenses (including, without limitation, reasonable attorneys' fees) which Lender/Assignee may incur in exercising any of its rights under this Assignment.

This Assignment shall be binding upon Assignor, its heirs, representatives, assigns and successors, and shall inure to the benefit of Lender/Assignee, its successors and assigns.

All rights and remedies of Lender/Assignee under the Loan Agreement shall be cumulative and may be exercised singularly or concurrently, at Lender's/Assignee's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

FIRST HARTFORD REALTY CORPORATION

By: _____
NEIL H. ELLIS, President

(Acknowledgment)

STATE OF CONNECTICUT §
COUNTY OF HARTFORD §

This instrument was acknowledged before me on the _____ day of _____, 2013, by NEIL H. ELLIS, President of FIRST HARTFORD REALTY CORPORATION, a Delaware Corporation, on behalf of said corporation.

Notary Public, State of Connecticut

[EXECUTION PAGE OF ASSIGNMENT OF CONSTRUCTION DOCUMENTS]

EXHIBIT “A”

ECONOMIC DEVELOPMENT AGREEMENT

EXHIBIT “B”

DEFINITION OF TERMS

1. “Payments and Reimbursements” means payments remaining due to First Hartford Realty Corporation from the City’s Chapter 380 Grant Reimbursement as defined and described in Sections 5.1 (i) (B), 5.4.1 and 5.4.2 of the Economic Development Agreement, the EEDC Initial Commitment as defined and described in Sections 5.1 (i) (C), 5.5.1 and 5.5.2 of the Economic Development Agreement, the EEDC Incentive Commitment as defined and described in Sections 5.1 (ii) and 5.5.3 of the Economic Development Agreement and, if it becomes applicable by the actions of City or the Corporation, the Additional Funds defined in Section 5.8 of the Economic Development Agreement.

AI-41561

Comm. Court Executive Office 7. E.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Fred Loya Insurance Company in the amount of \$1,065.75 to settle auto accident with County vehicle. (Precinct 1)

BACKGROUND

DOI: 10/03/13

Acct #: 3-1100-360-00-000-005-0-000

Attachments

Fred Loya Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 10:18 AM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Aida Alvarez		Started On: 10/31/2013 10:06 AM
	Final Approval Date: 11/01/2013	

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANYFrost Bank 30-9/1140
Fort Worth, TX

9909223

CLAIMS ACCOUNT
1800 LEE TREVINO
EL PASO, TEXAS 79936

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 6 MONTHS FROM DATE OF ISSUE.

PAY * ONE THOUSAND SIXTY-FIVE DOLLARS & 75 CENTS-----

TO THE ORDER OF COUNTY OF HIDALGO TX
PO BOX 1356
EDINBURG TX 785401,065.75
CHECK AMOUNT

10/26/13

COMMENTS: PD - PAYMENT FOR PROPERTY DAMAGE TO
THE WATER TRUCK
COR

AUTHORIZED SIGNATURE

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑈0009909223⑈ ⑆114000093⑆ 650016756⑈

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY
CLAIMS ACCOUNTDETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

9909223

DATE DRAFT# CLAIM#
10/26/13 9909223 535 15501POLICY# AMOUNT
65 398062738 1,065.75

INSURED: MAGALI CASTELLANOS

COUNTY OF HIDALGO TX
PO BOX 1356
EDINBURG TX 78540



**2411 E. SUGAR CANE DR.
WESLACO, TEXAS 78599**

Quote: *Hidalgo Co. pct. # 1*

10/03/2013

Attn: FALBIO

BUY-BOARD contract # 7623 (exp. 11/31/2013)

ITEM	DESCRIPT-ON	QTY	COST EA	TOTAL
202621	12 R 22.5 BRIDGESTONE M775	1	\$ 730.05	\$730.05
WH	22.5 STEEL WHEEL HD	1	\$ 291.75	\$ 291.75
labor	MOUNTING	1	\$ 33.00	\$ 33.00
VS	VALVE STEM	1	\$ 10.95	\$ 10.95
	NOTE ; ONLY THE TIRE IS GOV. CONTRACT			
	TOTAL PRICE			\$1,065.75

The Valley's Most Complete Auto, Farm, Truck and Earth Mover Service Center

NICK FLORES CELL 956-535-0273 Office: 956-968-8138 Fax: 956-968-816 e-mail ; nick@gcrtires.com Page 0

AI-41606

Comm. Court Executive Office 7. F.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Resolution designating the area to conduct public sale of real property at auction, as allowed by Chapter 51 of the Property Code

BACKGROUND

Recommendation by County Clerk is to designate the County Clerk Records Management Facility (Old Roberts Chevrolet). - South side of the building under the covered empty space; plenty of parking on the north side of building.

Attachments

Code

email

legal

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 03:00 PM
Manuel Chapa	Manuel Chapa	11/01/2013 03:21 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 11/01/2013
	Final Approval Date: 11/01/2013	

PROPERTY CODE

TITLE 5. EXEMPT PROPERTY AND LIENS

SUBTITLE B. LIENS

CHAPTER 51. PROVISIONS GENERALLY APPLICABLE TO LIENS

Sec. 51.0001. DEFINITIONS. In this chapter:

(1) "Book entry system" means a national book entry system for registering a beneficial interest in a security instrument that acts as a nominee for the grantee, beneficiary, owner, or holder of the security instrument and its successors and assigns.

(2) "Debtor's last known address" means:

(A) for a debt secured by the debtor's residence, the debtor's residence address unless the debtor provided the mortgage servicer a written change of address before the date the mortgage servicer mailed a notice required by Section 51.002; or

(B) for a debt other than a debt described by Paragraph (A), the debtor's last known address as shown by the records of the mortgage servicer of the security instrument unless the debtor provided the current mortgage servicer a written change of address before the date the mortgage servicer mailed a notice required by Section 51.002.

(3) "Mortgage servicer" means the last person to whom a mortgagor has been instructed by the current mortgagee to send payments for the debt secured by a security instrument. A mortgagee may be the mortgage servicer.

(4) "Mortgagee" means:

(A) the grantee, beneficiary, owner, or holder of a security instrument;

(B) a book entry system; or

(C) if the security interest has been assigned of record, the last person to whom the security interest has been assigned of record.

(5) "Mortgagor" means the grantor of a security

instrument.

(6) "Security instrument" means a deed of trust, mortgage, or other contract lien on an interest in real property.

(7) "Substitute trustee" means a person appointed by the current mortgagee or mortgage servicer under the terms of the security instrument to exercise the power of sale.

(8) "Trustee" means a person or persons authorized to exercise the power of sale under the terms of a security instrument in accordance with Section 51.0074.

Added by Acts 2003, 78th Leg., ch. 554, Sec. 1, eff. Jan. 1, 2004.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. [903](#), Sec. 1, eff. June 15, 2007.

Sec. 51.001. EFFECT ON OTHER LIENS. Except as provided by Chapter 59, this subtitle does not affect:

(1) the right to create a lien by special contract or agreement; or

(2) a lien that is not treated in this subtitle, including a lien arising under common law, in equity, or under another statute of this state.

Acts 1983, 68th Leg., p. 3525, ch. 576, Sec. 1, eff. Jan. 1, 1984.

Sec. 51.002. SALE OF REAL PROPERTY UNDER CONTRACT LIEN. (a) A sale of real property under a power of sale conferred by a deed of trust or other contract lien must be a public sale at auction held between 10 a.m. and 4 p.m. of the first Tuesday of a month. Except as provided by Subsection (h), the sale must take place at the county courthouse in the county in which the land is located, or if the property is located in more than one county, the sale may be made at the courthouse in any county in which the property is located. The commissioners court shall designate the area at the courthouse where the sales are to take place and shall record the designation in the real property records of the county. The sale must occur in the designated area. If no area is designated by the commissioners court, the notice of sale must designate the area

where the sale covered by that notice is to take place, and the sale must occur in that area.

(b) Except as provided by Subsection (b-1), notice of the sale, which must include a statement of the earliest time at which the sale will begin, must be given at least 21 days before the date of the sale by:

(1) posting at the courthouse door of each county in which the property is located a written notice designating the county in which the property will be sold;

(2) filing in the office of the county clerk of each county in which the property is located a copy of the notice posted under Subdivision (1); and

(3) serving written notice of the sale by certified mail on each debtor who, according to the records of the mortgage servicer of the debt, is obligated to pay the debt.

(b-1) If the courthouse or county clerk's office is closed because of inclement weather, natural disaster, or other act of God, a notice required to be posted at the courthouse under Subsection (b) (1) or filed with the county clerk under Subsection (b) (2) may be posted or filed, as appropriate, up to 48 hours after the courthouse or county clerk's office reopens for business, as applicable.

(c) The sale must begin at the time stated in the notice of sale or not later than three hours after that time.

(d) Notwithstanding any agreement to the contrary, the mortgage servicer of the debt shall serve a debtor in default under a deed of trust or other contract lien on real property used as the debtor's residence with written notice by certified mail stating that the debtor is in default under the deed of trust or other contract lien and giving the debtor at least 20 days to cure the default before notice of sale can be given under Subsection (b). The entire calendar day on which the notice required by this subsection is given, regardless of the time of day at which the notice is given, is included in computing the 20-day notice period required by this subsection, and the entire calendar day on which notice of sale is given under Subsection (b) is excluded in computing the 20-day notice period.

(e) Service of a notice under this section by certified mail

is complete when the notice is deposited in the United States mail, postage prepaid and addressed to the debtor at the debtor's last known address. The affidavit of a person knowledgeable of the facts to the effect that service was completed is prima facie evidence of service.

(f) Each county clerk shall keep all notices filed under Subdivision (2) of Subsection (b) in a convenient file that is available to the public for examination during normal business hours. The clerk may dispose of the notices after the date of sale specified in the notice has passed. The clerk shall receive a fee of \$2 for each notice filed.

(g) The entire calendar day on which the notice of sale is given, regardless of the time of day at which the notice is given, is included in computing the 21-day notice period required by Subsection (b), and the entire calendar day of the foreclosure sale is excluded.

(h) For the purposes of Subsection (a), the commissioners court of a county may designate an area other than an area at the courthouse where sales under this section will take place that is in a public place within a reasonable proximity of the county courthouse and in a location as accessible to the public as the courthouse door. The commissioners court shall record that designation in the real property records of the county. A sale may not be held at an area designated under this subsection before the 90th day after the date the designation is recorded. The posting of the notice required by Subsection (b)(1) of a sale designated under this subsection to take place at an area other than an area of the courthouse remains at the courthouse door of the appropriate county.

Text of subsection as added by Acts 2011, 82nd Leg., R.S., Ch. [592](#),
Sec. 1

(i) Notice served under Subsection (b)(3) or (d) must state the name and address of the sender of the notice and contain a statement that is conspicuous, printed in boldface or underlined type, and substantially similar to the following: "Assert and

----- Forwarded Message -----

From: "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>

To: "Annette C. Muniz" <acmuniz@hidalgocountyclerk.us>

Cc: "yolanda chapa" <yolanda.chapa@co.hidalgo.tx.us>, aguasero13@yahoo.com

Sent: Monday, September 9, 2013 1:02:45 PM

Subject: Re: monthly property sales

Thank you.

Sent from my iPhone

On Sep 9, 2013, at 10:25 AM, "Annette C. Muniz" <acmuniz@hidalgocountyclerk.us> wrote:

> Valde,

>

> As per our discussion on Friday, attached please find Property Code Chapter 51. As mentioned, the area in front of the courthouse has become increasingly congested. The situation becomes worse on the first Tuesday of the month when property sales are held.

. Our recommendation would be to move the sales to the County Clerk Records Management Facility (Old Robert Chev.). The area that would be ideal is on the south side of the building under the covered empty space. There is plenty of parking of the north side of the building.

>

> The move is acceptable according to Chapter 51, however it would require approval from Commissioners' Court. The law states if approved the move would take place 90 days after, however we suggest to have the approval done as soon as possible and not make the move till the 1st Tuesday in January. This would give enough time to advertise to the public.

>

> Thank you for taking this to Commissioners' Court for their consideration. Please feel free to contact me should you have any questions.

>

> Annette C. Muniz

> Chief Deputy

> Office of

> Arturo Guajardo, Jr.

> Hidalgo County Clerk

> P.O. Box 58 / 100 N. Closner

> Edinburg, Texas 78540

> (956) 318-2119

> <Scan0007.pdf>

Order Designating Area for Sale of Real Property

From : Stephen L. Crain <scrain@atlashall.com>

Mon, Nov 04, 2013 02:45 PM

Subject : Order Designating Area for Sale of Real Property 2 attachments**To :** 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Stephen L. Crain

ATLAS, HALL & RODRIGUEZ, LLP

818 Pecan Blvd. (78501)

P. O. Box 3725

McAllen, Texas 78502

Direct Dial Number (956) 632-8221

Main Number (956) 682-5501

Fax Number (956) 686-6109

E-mail Address scrain@atlashall.com

Atlas Hall
Rodriguez

E-MAIL NOTICE – This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

Atlas Hall
Rodriguez**image001.jpg**

5 KB

**Order of the Hidalgo County Comm. Court Designating Area for Sale of Real Property Under A Power of Sale Conferred by Deed of Trust Or Other Contract Lein.pdf**

138 KB

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**ORDER OF THE HIDALGO COUNTY COMMISSIONERS COURT
DESIGNATING AREA FOR SALE OF REAL PROPERTY UNDER A POWER
OF SALE CONFERRED BY DEED OF TRUST OR OTHER CONTRACT LIEN**

WHEREAS, Section 51.0002(h) of the Texas Property Code provides the Commissioners Court may designate an area other than an area at the courthouse as provided in Section 51.002 (a) of the Texas Property Code where sales of real property pursuant to a deed of trust or other contract lien, may take place; and

WHEREAS, the Hidalgo County Commissioners Court, after reviewing the locations available, has determined that it is more suitable for the public and the operation efficiency of the Courthouse that sales of real property should be held at the south side under the covered space of the County Clerk Records Management Facility (previously known as Robert's Chevrolet building) with a physical address of 317 North Closner, Edinburg, Texas;

NOW THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS that the south side under the covered space of the County Clerk Records Management Facility (previously known as Robert's Chevrolet building) with a physical address of 317 North Closner, Edinburg, Texas is hereby designated as the area where sales of real property are to take place pursuant to a deed of trust or other contract lien.

BE IT FURTHER ORDERED, this Order shall be recorded by the County Clerk of Hidalgo County in the real property records of Hidalgo County, Texas.

PASSED, APPROVED AND ORDERED this the _____ day of November 2013.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

AI-41604

Comm. Court Executive Office 7. G.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 2014 Proposed Holidays

BACKGROUND

Attachments

current
proposed
email

Form Review

Inbox
Budget & Management
Purchasing Department

Form Started By: Monica Badillo

Final Approval Date: 11/01/2013

Reviewed By
Obdett Calzada
Monica Badillo

Date
11/01/2013 02:59 PM
11/01/2013 04:55 PM
Started On: 11/01/2013



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

<i>New Year's Eve</i>	<i>December 31, 2012 (Monday)</i>
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.

Hidalgo County Proposed Holiday Schedule for 2014

Holiday	Dept./Office Status	Date	Day of Week
New Year's Day	Closed	1/1/2014	Wednesday
Martin Luther King Day	Closed	1/20/2014	Monday
Presidents' Day	Closed	2/17/2014	Monday
Good Friday	Closed	4/18/2014	Friday
Easter Monday	Skeleton Crew	4/21/2014	Monday
Memorial Day	Closed	5/26/2014	Monday
Independence Day	Closed	7/4/2014	Friday
Labor Day	Closed	9/1/2014	Monday
Columbus Day	Skeleton Crew	10/13/2014	Monday
Veteran's Day	Closed	11/11/2014	Tuesday
Thanksgiving Day	Closed	11/27/2014	Thursday
Day After Thanksgiving	Closed	11/28/2014	Friday
Christmas Day	Closed	12/25/2014	Thursday
Day After Christmas	Closed	12/26/2014	Friday
New Year's Eve	Skeleton Crew	12/31/2014	Wednesday

*Skeleton Crew - As Assigned by Elected Official/Department Head

Holidays for Top 10 Counties in Texas

Fiscal Year 2014

Holidays:	NY Eve	NY Day	Day Aft. NY	MLK Day	Pres. Day	C. Chav. Day	Good Fri.	Easter	BTF	Mem. Day	June 19th	Ind. Day	Lab. Day	Jew. Day	Col. Day	Vet. Day	Thksgvg	Day Aft. Thksgvg	Christ. Eve	Christ. Day	Day Aft. Christ.	Total Hol.
Counties:																						
Harris		x		x			x			x		x	x				x	x		x	x	10
Dallas		x		x						x		x	x				x	x	x	x	x	10
Tarrant		x		x	x	x	x			x		x	x				x	x	x	x		12
Bexar		x		x	x		x		x	x		x	x			x	x	x		x		12
Travis		x		x	x					x		x	x			x	x	x	x	x		11
El Paso	x	x	x	x	x	x	x			x	x	x	x		x	x	x	x	x	x		17
Collin		x		x			x			x		x	x				x	x	x	x		10
Hidalgo	x	x		x	x		x	x		x		x	x		x	x	x	x	x	x		15
Denton		x		x	x		x			x		x	x			x	x	x	x	x		12
Fort Bend		x		x			x			x		x	x	x		x	x	x	x	x		12
Total	2	10	1	10	6	2	8	1	1	10	1	10	10	1	2	6	10	10	8	10	2	

Average # of Holidays for all 10 Counties - 12

Legend:

NY - New Years
 BTF - Battle of the Flowers
 June 19 - Juneteenth
 Jew Day - Jewish Holiday
 Col - Columbus
 C. Chavez - Cesar Chavez

State Holiday Schedule for Fiscal Year 2015

Holiday	Agency Status	Date	Day of Week
Labor Day	All agencies closed.	9-01-14	Monday
Rosh Hashanah	<i>Optional Holiday</i>	9-25-14	Thursday
Rosh Hashanah	<i>Optional Holiday</i>	9-26-14	Friday
Yom Kippur		10-04-14	Saturday
Veterans Day	All agencies closed.	11-11-14	Tuesday
Thanksgiving Day	All agencies closed.	11-27-14	Thursday
Day after Thanksgiving	All agencies closed.	11-28-14	Friday
Christmas Eve Day	All agencies closed.	12-24-14	Wednesday
Christmas Day	All agencies closed.	12-25-14	Thursday
Day after Christmas	All agencies closed.	12-26-14	Friday
New Year's Day	All agencies closed.	1-01-15	Thursday
Martin Luther King, Jr. Day*	All agencies closed.	1-19-15	Monday
Confederate Heroes Day*	All agencies closed.	1-19-15	Monday
Presidents' Day	All agencies closed.	2-16-15	Monday
Texas Independence Day	Skeleton crew required.	3-02-15	Monday
Cesar Chavez Day	<i>Optional Holiday</i>	3-31-15	Tuesday
Good Friday	<i>Optional Holiday</i>	4-03-15	Friday
San Jacinto Day	Skeleton crew required.	4-21-15	Tuesday
Memorial Day	All agencies closed.	5-25-15	Monday
Emancipation Day	Skeleton crew required.	6-19-15	Friday
Independence Day		7-04-15	Saturday
LBJ's Birthday	Skeleton crew required.	8-27-15	Thursday

Source: Texas Government Code, Chapter 662

Unless specifically stated, the information in this table regarding holidays pertains only to state agencies and does not pertain to institutions of higher education. Institutions of higher education can establish their own holiday schedules, as long as the total number of holidays observed does not exceed the number of holidays observed by an employee of a state agency. Eligible employees of institutions of higher education are entitled to a paid day off from work on the holidays observed by the institution.

The applicability of holidays for state employees of the Texas House of Representatives or the Senate applies only at the discretion of the presiding officer or the administration committee of each respective house.

* When two holidays fall on the same day, only one holiday will be observed. All state agencies will be closed on January 19, 2015 in observance of Martin Luther King, Jr. Day

Fwd: 2014 Proposed Holiday Schedule

From : Raul Silguero <raul.silguero@co.hidalgo.tx.us> Fri, Nov 01, 2013 04:19 PM
Subject : Fwd: 2014 Proposed Holiday Schedule  1 attachment
To : Valde Guerra <valde.guerra@co.hidalgo.tx.us>, Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>
Cc : Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, esther cortez <esther.cortez@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>, Mona Parras <mona.parras@co.hidalgo.tx.us>, Raul Lozano <raul.lozano@co.hidalgo.tx.us>, Norma Garcia <norma.garcia@co.hidalgo.tx.us>, Arturo Guajardo <arturo.guajardo@co.hidalgo.tx.us>

Good Afternoon Ladies and Gentlement

Please see the attached charts. 1. State Holiday Schedule, 2. Holidays for Top 10 Counties in Texas, and 3. Proposed Holiday Schedule for 2014 (Hidalgo County).

I have reviewed the proposed 2014 "Holiday Schedule" issue with Commissioner Hector "Tito" Palacios, given the discussion at the last Commissioners' Court meeting.

Commissioner Palacios is recommending a proposal that will recommend the "Holidays" that were proposed at the previous meeting, with a requirement to limit the number of dsys that County Offices would be closed.

To minimize the number of days that County Offices would be closed, the Commissioner is proposing that three (3) of the "Holidays" that will be observed, not require County Offices to close. Rather on those three "Holidays", as listed on the attached chart, a "Skeleton Crew" as assigned by the Elected Official/Department Head will be required. County employees working a "Skeleton Crew" Holiday would earn "Holiday Day Time" credit, and they will be allowed to take the time off at another regular working day.

This will allow the County to observe important and respected Holidays, while increasing the number of days available for the delivery of County services.

Commissioner Palacios would appreciate it if Mr. Guerra would address this proposal at the next appropriate Commissioners' Court meeting.

Thank You - Raul Silguero, Jr.

----- Forwarded Message -----

From: "Angela Garcia" <angela.garcia@co.hidalgo.tx.us>
To: "Raul Silguero" <raul.silguero@co.hidalgo.tx.us>
Sent: Friday, November 1, 2013 11:43:15 AM
Subject: 2014 Proposed Holiday Schedule

Final Copy

Angela Garcia, Adm. Asst. IV
Hidalgo County Comm. Pct. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577
P: 956-787-1891 (ext. 2003)
F: 956-787-4683
angela.garcia@co.hidalgo.tx.us



hidalgo vs. state holiday.pdf

148 KB

AI-41177

Health & Human Services Dept. 8. A.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Dairen Sarmiento

Submitted By: Perla Lopez, HEALTH & HUMAN SERVICES
DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Consideration and approval of Contract for Out Stationed 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 Fiscal Impact.

The Contractor desires to provide accommodations for County's out stationed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

Effective date is January 1, 2014.

Attachments

Contract - DHR

Contract - Knapp

Contract - McAllen Hospitals

Contract - Mission Hospital

Contract - Rio Grande Regional

legal

Form Review

Inbox

Perla Lopez (Originator)
Budget & Management

Reviewed By

Perla Lopez
Obdett Calzada

Date

10/15/2013 10:56 AM
10/15/2013 04:20 PM

Purchasing Department

Monica Badillo

11/01/2013 04:55 PM

Form Started By: Perla Lopez

Started On: 10/10/2013 10:00 AM

Final Approval Date: 11/01/2013

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

- 3.1 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.
- 3.2 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.
- 3.3 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

- 4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract 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.
- 4.2 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.
- 4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.
- 4.4 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.
- 4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.
- 4.6 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.
- 4.7 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

- 5.1 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.
- 5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - a. 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.
 - b. 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.
 - c. The Contractor will keep records of non-expendable property acquired under the

- contract for three (3) years after final disposition of the property.
- d. 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

- 6.1 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.
- 6.2 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.
- 6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
 - a. Any public assistance program in connection with which services are performed under this contract;
 - b. County confidentiality regulations, if any;
 - c. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), 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.
 - d. 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

- 7.1 **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.
- 7.2 **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.

- 7.3 **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.
- 7.4 **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.
- 7.5 **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.

- 7.6 **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.
- 7.7 **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.
- 7.8 **Assignment.** This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.
- 7.9 **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.

- 7.10 **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.
- 7.11 **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

- 9.1 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.
- 9.2 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, 2014.

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

Contractor

Signature *Date*

Signature *Date*

Honorable. Ramon Garcia
Name

Name

County Judge
Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

By: Stephen L. Crain
Atlas & Hall LLP

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 Contractor’s health care facility(s).

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. Any such referral shall be directed to County’s Director 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)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Assigned Specialist	X	Doctor's Hospital at Renaissance 5501 South McColl Edinburg, TX 78539 956-362-5566 956-362-2478

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: Knapp Medical Center
PO Box 1110
Weslaco, Texas 78599

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

- 3.1 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.
- 3.2 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.
- 3.3 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

- 4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract 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.
- 4.2 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.
- 4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.
- 4.4 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.
- 4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.
- 4.6 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.
- 4.7 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

- 5.1 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.
- 5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - a. 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.
 - b. 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.
 - c. The Contractor will keep records of non-expendable property acquired under the

- contract for three (3) years after final disposition of the property.
- d. 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

- 6.1 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.
- 6.2 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.
- 6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
- a. Any public assistance program in connection with which services are performed under this contract;
 - b. County confidentiality regulations, if any;
 - c. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), 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.
 - d. 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

- 7.1 **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.
- 7.2 **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.

- 7.3 **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.
- 7.4 **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.
- 7.5 **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.

- 7.6 **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.
- 7.7 **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.
- 7.8 **Assignment.** This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.
- 7.9 **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.

- 7.10 **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.
- 7.11 **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

- 9.1 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.
- 9.2 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, 2014.

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

Contractor

Signature *Date*

Signature *Date*

Honorable. Ramon Garcia
Name

Name

County Judge
Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

By: Stephen L. Crain
Atlas & Hall LLP

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 Contractor’s health care facility(s).

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. Any such referral shall be directed to County’s Director 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)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Assigned Specialist	X	Knapp Medical Center 1401 East 8 th Street Weslaco, TX 78596 956-969-4700 956-969-8268

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

- 3.1 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.
- 3.2 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.
- 3.3 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

- 4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract 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.
- 4.2 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.
- 4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.
- 4.4 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.
- 4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.
- 4.6 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.
- 4.7 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

- 5.1 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.
- 5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - a. 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.
 - b. 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.
 - c. The Contractor will keep records of non-expendable property acquired under the

- contract for three (3) years after final disposition of the property.
- d. 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

- 6.1 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.
- 6.2 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.
- 6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
- a. Any public assistance program in connection with which services are performed under this contract;
 - b. County confidentiality regulations, if any;
 - c. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), 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.
 - d. 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

- 7.1 **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.
- 7.2 **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.

- 7.3 **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.
- 7.4 **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.
- 7.5 **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.

- 7.6 **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.
- 7.7 **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.
- 7.8 **Assignment.** This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.
- 7.9 **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.

- 7.10 **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.
- 7.11 **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

- 9.1 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.
- 9.2 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, 2014.

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:

ATTEST:

By: Stephen L. Crain
Atlas & Hall LLP

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 Contractor’s health care facility(s).

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. Any such referral shall be directed to County’s Director 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)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Assigned Specialist	X	McAllen Medical Center 301 West Expressway 83 McAllen, TX 78503 956-971-5645 956-971-5839

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Assigned Specialist	X	Edinburg Regional Medical Center 1102 West Trenton Rd. Edinburg, TX 78541 956-388-6704 956-388-6025

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

- 3.1 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.
- 3.2 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.
- 3.3 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

- 4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract 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.
- 4.2 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.
- 4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.
- 4.4 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.
- 4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.
- 4.6 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.
- 4.7 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

- 5.1 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.
- 5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - a. 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.
 - b. 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.
 - c. The Contractor will keep records of non-expendable property acquired under the

- contract for three (3) years after final disposition of the property.
- d. 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

- 6.1 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.
- 6.2 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.
- 6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
- a. Any public assistance program in connection with which services are performed under this contract;
 - b. County confidentiality regulations, if any;
 - c. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), 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.
 - d. 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

- 7.1 **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.
- 7.2 **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.

- 7.3 **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.
- 7.4 **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.
- 7.5 **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.

- 7.6 **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.
- 7.7 **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.
- 7.8 **Assignment.** This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.
- 7.9 **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.

- 7.10 **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.
- 7.11 **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

- 9.1 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.
- 9.2 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, 2014.

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

Contractor

Signature *Date*

Signature *Date*

Honorable. Ramon Garcia

Name

Name

County Judge

Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

By: Stephen L. Crain
Atlas & Hall LLP

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 Contractor’s health care facility(s).

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. Any such referral shall be directed to County’s Director 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)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Assigned Specialist	X	Mission Hospital, Inc. 906 South Bryan Rd. Ste #103 Mission, TX 78572 956-581-8596 956-581-9290

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

- 3.1 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.
- 3.2 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.
- 3.3 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

- 4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract 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.
- 4.2 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.
- 4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.
- 4.4 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.
- 4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.
- 4.6 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.
- 4.7 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

- 5.1 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.
- 5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - a. 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.
 - b. 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.
 - c. The Contractor will keep records of non-expendable property acquired under the

- contract for three (3) years after final disposition of the property.
- d. 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

- 6.1 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.
- 6.2 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.
- 6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
 - a. Any public assistance program in connection with which services are performed under this contract;
 - b. County confidentiality regulations, if any;
 - c. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), 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.
 - d. 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

- 7.1 **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.
- 7.2 **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.

- 7.3 **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.
- 7.4 **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.
- 7.5 **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.

- 7.6 **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.
- 7.7 **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.
- 7.8 **Assignment.** This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.
- 7.9 **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.

- 7.10 **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.
- 7.11 **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

- 9.1 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.
- 9.2 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, 2014.

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

Contractor

Signature *Date*

Signature *Date*

Honorable. Ramon Garcia

Name

Name

County Judge

Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

By: Stephen L. Crain
Atlas & Hall LLP

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 Contractor’s health care facility(s).

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. Any such referral shall be directed to County’s Director 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)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Assigned Specialist	X	Rio Grande Regional Hospital 222 East Ridge, Ste #118 McAllen, TX 78503 956-632-6586 956-632-6555

From: "Steve Crain" <scrain@atlashall.com>
To: "Perla Lopez" <perla.lopez@mail.hchd.org>
Subject: RE: FW: Legal Approval - Annual Contract for Outstationed Assigned Specialists
Date: 10/18/2013 3:59:46 PM

The agreements are fine.

From: Perla Lopez [<mailto:perla.lopez@mail.hchd.org>]
Sent: Friday, October 18, 2013 3:20 PM
To: Stephen L. Crain
Cc: Dairen Sarmiento
Subject: Re: FW: Legal Approval - Annual Contract for Outstationed Assigned Specialists

Mr. Crain,

Requested changes have been made. Please review and approve contracts.

Thank You,

Perla A. Lopez
Coordinator III
Hidalgo County - Health & Human Services
1304 S. 25th Avenue
Edinburg, TX 78542
perla.lopez@hchd.org
(956) 318-2011 ext. 7367

----- Original Message -----

From: "Stephen L. Crain" <scrain@atlashall.com>
Sent: 10/15/2013 8:44:45 AM
To: "Perla Lopez" <perla.lopez@mail.hchd.org>
Subject: FW: Legal Approval - Annual Contract for Outstationed Assigned Specialists

Attached in PDF are Mr. Crain's proposed changes, please make these changes to all Hospital Contracts.

From: Perla Lopez [<mailto:perla.lopez@mail.hchd.org>]
Sent: Monday, October 14, 2013 2:42 PM
To: Steve Crain
Cc: Dairen Sarmiento
Subject: Legal Approval - Annual Contract for Outstationed Assigned Specialists

Mr. Crain,

Good afternoon. Hope you are doing well. We have placed an agenda on 10/29/13 requesting approval of contract for out stationed assigned specialists in the following health care facilities:

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

Please review the contracts and advise if any changes are needed.

Thank You,

Perla A. Lopez
Coordinator III
Hidalgo County - Health & Human Services
1304 S. 25th Avenue
Edinburg, TX 78542
perla.lopez@hchd.org
(956) 318-2011 ext. 7367

AI-41207

Health & Human Services Dept. 8. B.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Pursuant to Texas Local Government Code Section 157.903, requesting approval of indemnification of an uncollectible fee in the amount of \$5.00.
2. Requesting approval to direct Ms. Norma Garcia, Hidalgo County Treasurer, to generate a check in the amount of \$5.00 payable to Hidalgo County Health & Human Services Dept. to replenish the Health Clinics Immunization fund account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-441-00-340-001-0-890

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

BUDGETARY IMPACT:

Funding pending LIT

AI-41225 - Consent Agenda - 10/29/13; Will place enough funds to cover this expenditure.

Attachments

Document

1
attach

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/14/2013 02:05 PM
Manuel Chapa	Manuel Chapa	10/17/2013 10:01 AM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Mike Escaname		Started On: 10/11/2013 11:17 AM
	Final Approval Date: 11/01/2013	

Distribution

**HIDALGO COUNTY HEALTH & HUMAN SERVICE DEPARTMENT
HEALTH CLINICS
WEEKLY FEE DISTRIBUTION REPORT**

TO: ACCOUNTING DIVISION
 FROM: HEALTH & HUMAN SERVICE DEPARTMENT
 DATE: October 10, 2013
 SUBJECT: PROCESSING OF JOURNAL ENTRY - WEEK ENDING 09/27//2013

JE # _____

PREPARED BY: Elena Jones DATE: 10-10-13APPROVED BY: [Signature]DATE: 10/11/13

ACCOUNT NAME	ACCOUNT NUMBER	DR.	CR.
GENERAL FUND			
HEALTH CLINICS UNDISTRIBUTED ACCOUNT	3 -1100-227-30-000-026-0-000	\$6,480.00	
HEALTH DEPT-THIRD PART PAYMENT-MATERNITY	3 -1100-345-40-340-001-0-000		\$-
HEALTH DEPT-THIRD PARTY PAYMENTS-CHS	3 -1100-345-40-340-001-0-000		-
HEALTH DEPT-THIRD PARTY PAYMENTS-INFLUENZA	3 -1100-345-40-340-001-0-000		-
HEALTH DEPT-THIRD PARTY PAYMENTS-PNEU	3 -1100-345-40-340-001-0-000		-
HEALTH DEPT-CLIENT PAYMENTS-MATERNITY	3 -1100-345-40-340-002-0-000		-
HEALTH DEPT-CLIENT PAYMENTS-CHS	3 -1100-345-40-340-002-0-000		135.00
HEALTH DEPT-CLIENT PAYMENTS-FAMILY	3 -1100-345-40-340-002-0-000		1,360.00
HEALTH DEPT-CLIENT PAYMENTS-INFLUENZA	3 -1100-345-40-340-002-0-000		990.00
HEALTH DEPT-CLIENT PAYMENTS-PNEU	3 -1100-345-40-340-002-0-000		-
HEALTH DEPT-CLIENT PAYMENTS-OTHER (COPY)	3 -1100-345-40-340-002-0-000		30.00
HEALTH DEPT-CLIENT PAYMENTS-TST	3 -1100-345-40-340-002-0-000		255.00
HEALTH DEPT-CLIENT PAYMENTS-MCV4	3 -1100-345-40-340-002-0-000		85.00
HEALTH DEPT-CLIENT PAYMENTS-TDAP	3 -1100-345-40-340-002-0-000		105.00
HEALTH DEPT-CLIENT PAYMENTS-IMM PRIVATE STOCK	3 -1100-345-40-340-002-0-000		-
CO TREASURER FEES-LGC SEC 118.141	3 -1100-341-10-150-000-0-000		-
DUE FROM/TO HEALTH DEPT-HG IMM PI GRANT	3 -1100-130-01-000-293-0-000		3,520.00
DUE FROM/TO HEALTH DEPT-HG TB CONTROL	3 -1100-130-01-000-293-0-000		-
DUE FROM/TO HEALTH DEPT-HG CHILD HEALTH	3 -1100-130-01-000-293-0-000		-
DUE FROM/TO HEALTH DEPT-HG MATERNITY	3 -1100-130-01-000-293-0-000		-
DUE FROM/TO HEALTH DEPT-HEALTH GRANT	3 -1100-130-01-000-293-0-000		-
		<u>\$6,480.00</u>	<u>\$6,480.00</u>

ACCOUNT NAME	ACCOUNT NUMBER	DR.	CR.
Immunization PI Grant Revenues			
DUE FROM/TO GENERAL FUND	3 -1293-130-01-000-100-0-000	\$3,520.00	
IMMUNIZATION PI-GRANT REVENUES	3 -1293-345-40-340-012-4-000		\$3,520.00
TB Control PI Revenues			
DUE FROM/TO GENERAL FUND	3 -1293-130-01-000-100-0-000	-	
T.B. CONTROL PROGRAM INCOME	3 -1293-345-40-340-008-4-000		-
Child Health PI Grant Revenues			
DUE FROM/TO GENERAL FUND	3 -1293-130-01-000-100-0-000	-	
CHILD HEALTH PROGRAM INCOME- REVENUES	3 -1293-345-40-340-051-4-000		-
Prenatal/Maternity PI Grant Revenues			
DUE FROM/TO GENERAL FUND	3 -1293-130-01-000-100-0-000	-	
PRENATAL/MATERNITY PROG INCOME- REVENUES	3 -1293-345-40-340-052-4-000		-
Health Grant- Misc Revenue			
DUE FROM/TO GENERAL FUND	3 -1293-130-01-000-100-0-000	-	
HEALTH GRANT MISC REVENUE	3 -1293-345-40-340-053-4-000		-
		<u>\$3,520.00</u>	<u>\$3,520.00</u>

	Location of Clinic										NSF
	Edinburg	Elsa	Hidalgo	McAllen	Mission	Pharr	Weslaco	Pulmonary	Outside Clinic	Other Admin.	
From Rct. #	20772	30208	40526	51345	70845	80623	90745		19846		
To Rct. #	20832	30214	40574	51349	70886	80672	90749		19854		
New Book Rct. #				51350			90750				
To Rct. #				51408			90778				
Total \$	\$1,155.00	\$175.00	\$955.00	\$1,285.00	\$870.00	\$1,055.00	\$785.00	\$0.00	\$195.00	\$0.00	\$0.00

VARIANCE: \$5.00



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

Oct. 18, 2013

Summary of Sept. 25, 2013 Remittance Report Discrepancy:

After investigating and gathering information from the staff involved that completed the remittance report in question, the following was the outcome.

The clerk in charge of the cash box at the time of the money exchanged states that she noted the amount of ones, twenties, and quarters that were in the money box before providing change from a fifty dollar bill to a client. The charge for the service provided to the client was \$35.00; however, the clerk states she mistakenly issued all the one dollar bills that remained in the money box to the client. The error went unnoticed due to the clerk's error in placing \$30.00 for the receipt issued to the client instead of the \$ 35.00 in the Cashiers Daily Close-Out Report (see attached copy).

After reviewing all of the documentation of this incident from all the staff involved, the department will be re-evaluating staff performance to conduct re-training in areas of need; and to further avoid recurrence of similar incidents in the future.

Respectively,

Eduardo Olivarez,
Chief Administrative Officer

Mike Escaname

From: Mike Escaname <miguel.escaname@mail.hchd.org>
Sent: Friday, October 18, 2013 9:04 AM
To: crystal.cavazos@auditor.co.hidalgo.tx.us
Subject: Fwd: Follow Up Client Call

Crystal,

fyi,

----- Original Message -----

From: "Lydia Serna" <lydia.serna@hchd.org>
Sent: 10/18/2013 8:57:26 AM
To: eddie.olivarez@hchd.org
Cc: "Mike Escaname" <miguel.escaname@hchd.org>
Subject: Follow Up Client Call

Mr. Olivarez,

This is to inform you that a courtesy call was made on 10-17-13 to the client that was part of the money exchanged on 9-25-13. The client denied any discrepancy in the money exchange on the day of his visit to the clinic. Thank you.

The Fruit of the Spirit is Love, Peace, Patience, Kindness, Goodness, Gentleness and Self-Control (Galatians 5:22-23)

Lydia Serna

Director of Nursing

Hidalgo County Health & Human Services Department

956-383-6221

Date of Collections: Wednesday, September 25, 2013

SOURCE: HEALTH CLINIC RECEIPTS

LOCATION: 05 - McAllen

[illegible]

AI-41392

Health & Human Services Dept. 8. C.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to participate in the MEMORANDUM OF UNDERSTANDING (MOU) FOR RECEIPT OF SYNDROMIC SURVEILLANCE INFORMATION (BIOSENSE): LHD & DSHS

BACKGROUND

MOU will be presented to:
Doctors Hospital At Renaissance
Knapp Medical Center
Mission Regional Medical Center
South Texas Health Systems
Rio Grande Regional

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No budgetary impact.
Provider is responsible for its incurred expenses in performing this MOU.

Attachments

Doctors Hospital

Knapp

Mission

South Texas

legal email

Rio Grande Regional

legal email 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/24/2013 09:13 AM
Manuel Chapa	Manuel Chapa	11/01/2013 02:16 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Mike Escaname		Started On: 10/23/2013 12:31 PM
	Final Approval Date: 11/01/2013	

**MEMORANDUM OF UNDERSTANDING (MOU) FOR RECEIPT OF SYNDROMIC SURVEILLANCE
INFORMATION (BIOSENSE): LHD & DSHS**

BACKGROUND

This Memorandum of Understanding and data use agreement (MOU) is between The Department of State Health Services (DSHS), an agency of the State of Texas and Hidalgo County Health & Human Services Health Department, (collectively, "HEALTH DEPARTMENTS"). Both are "Public Health Authorities" as defined by 45 C.F.R. §164.501 and Doctors Hospital At Renaissance ("PROVIDER") for the provision of electronic health data to support public health syndromic surveillance. This MOU serves a public purpose in protecting the public health of the citizens of Texas.

1. SCOPE OF ACTIVITIES

PROVIDER shall transmit to the HEALTH DEPARTMENTS or their authorized agents, electronic health data to support syndromic surveillance activities (the ongoing analysis of data to search for certain combinations of signs and symptoms in a population) which can be useful in detecting and mitigating the effects of terrorist incidents, in identifying and responding to naturally occurring diseases such as influenza and SARS, and for other public health uses consistent with state law. Specifically, PROVIDER and HEALTH DEPARTMENTS will follow the project guidelines detailed in Exhibit A, attached to and herein made a part of this agreement.

2. CONFIDENTIALITY

PROVIDER and HEALTH DEPARTMENTS or their authorized agents shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of private patient information. Nothing in this agreement shall be construed to limit the authority of HEALTH DEPARTMENTS or local public health entities to conduct disease surveillance, investigation, control and reporting functions provided by Texas law. The data received from PROVIDER by HEALTH DEPARTMENTS, will be a limited data set as that term is defined in the HIPAA privacy regulations at 45 C.F.R. §164.514(e) and will be used, disclosed, and safeguarded as detailed within the limited data set use specifications in Exhibit B, attached to and herein made a part of this agreement. PROVIDER data will be received and stored in one or more computers located in a secure data environment maintained as specified in an "Information Sharing and Data Use Agreement" between DSHS and the Association of State and Territorial Health Officials (ASTHO), which oversees BioSense 2.0 governance in collaboration with the Centers for Disease Control and Prevention (CDC). HEALTH DEPARTMENTS and its authorized agents shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

HEALTH DEPARTMENTS agree not to share any data received from PROVIDER with any other parties except as otherwise required by law and to the following authorized

users:

- The Centers for Disease Control and Prevention (CDC), to whom HEALTH DEPARTMENTS send syndromic surveillance data in support of the BioSense 2.0 program, and all other government agencies with whom HEALTH DEPARTMENTS, by law, must share data.
- Local public health agencies in any of the counties that PROVIDER serves.
- Other hospitals that participate in the BioSense 2.0 syndromic surveillance network established and maintained by DSHS, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.
- Research organizations, provided that the purpose of such data access is strictly limited to research, or providing training and technical support (not data hosting and not disease investigations) of current or future DSHS ancillary syndromic surveillance systems.

HEALTH DEPARTMENTS and their authorized agents, further agree to maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

3. TERM

This MOU begins on 11/05/13 and shall remain in effect until terminated by either party upon 30 days written notice. This MOU shall terminate five years from the date signed by all parties, but may be renewed on, before or after that date.

4. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this MOU unless otherwise noted.

5. AGENCY-INDEPENDENT MOU

PROVIDER is an independent contractor. HEALTH DEPARTMENTS will not direct the PROVIDER in the details of performing its duties, other than what is provided in the exhibits to this document. PROVIDER and its employees are not agents of HEALTH DEPARTMENTS. HEALTH DEPARTMENTS and its employees are not agents of PROVIDER. This MOU does not entitle PROVIDER to any regulatory or other benefit, privilege, or other amenities of employment with HEALTH DEPARTMENTS.

6. ASSIGNMENT

Neither party may assign this MOU without the prior written consent of the other party.

7. THIRD PARTY BENEFICIARY EXCLUDED

This MOU does not protect any specific third party. The intent of this MOU excludes the

idea of a suit by a third party beneficiary. The parties to this MOU do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

8. MISCELLANEOUS

This MOU supersedes all prior representations. The parties may amend this MOU by subsequent written amendments. The parties will not amend this MOU orally. The laws of the State of Texas govern this MOU.

9. TERMINATION

Any party may terminate this MOU by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2. Providing, in the written notice, the date of termination;
- 9.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

10. PARTIES ADDRESSES

Department of State Health Services
P. O. Box 149347
Austin TX 78714-3199

PROVIDER
Street or Mail Address
, TX

Department of State Health Services

By: _____

Name: _____

Date: _____

Title: _____

PROVIDER

By: _____

Name: _____

Date: _____

Title: _____

LOCAL HEALTH DEPARTMENT

By: _____

Name: Ramon Garcia

Date: _____

Title: Hidalgo County Judge

Exhibit A: Syndromic Surveillance Project Guidelines and Timetable

Objectives and participant benefits:

Disease detection and investigation is one of several core functions of the Texas Department of State Health Services and Local Health Departments. Working with the Centers for Disease Control and Prevention (CDC) as well as health care providers and local health departments across Texas, HEALTH DEPARTMENTS are participating in BioSense 2.0, the only syndromic surveillance reporting network designed to provide a national view of health data.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using existing or future views available to authorized BioSense 2.0 users
- Access to surveillance system-generated information from HEALTH DEPARTMENTS or their authorized agents concerning disease outbreaks and patterns
- The ability to achieve certain of the meaningful use of electronic health records provisions outlined in the Affordable Care Act and related legislation
- Certain intangibles associated with providing support for regional and state efforts to help protect the public health and prevent or mitigate the effects of terrorism.

Deliverables and timeline:

- PROVIDER will, at its earliest convenience, select a method approved by HEALTH DEPARTMENTS, for sharing the limited data set (see Exhibit B), then test and

implement the approved method as well as complete any other work necessary to support timely data transfers to HEALTH DEPARTMENTS.

- PROVIDER is encouraged to provide a sufficient quantity of historical data (one year's worth ideally), subject to approval of HEALTH DEPARTMENTS or their authorized agents, for purposes of establishing an accurate baseline of hospital activity.
- HEALTH DEPARTMENTS or their authorized agents will coordinate any assistance available to help establish, test and ultimately maintain the approved method of data sharing.
- DSHS or its authorized agents will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received in the BioSense 2.0 network to the fullest extent BioSense 2.0 accommodates this.

Exhibit B: Limited Data Set Use Specifications:

The PROVIDER, _____, will disclose a limited data set as defined herein, to HEALTH DEPARTMENTS or their authorized agents. DSHS and/or its authorized agents shall limit its use of the limited data set and protect the limited data set according to the following specifications, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Standards for Privacy of Individually Identifiable Health Information (the privacy rule), and corresponding privacy standards and state law, as may be amended from time to time:

Specifications for PROVIDER's disclosure of limited data set:

Terms used: Terms used, but not otherwise defined, in these specifications shall have the same meaning as those terms in 45 C.F.R §§160.013 and 164.514.

Limited data set defined: HEALTH DEPARTMENTS and their authorized agents will use and PROVIDER agrees to disclose a limited data set that:

- Includes date of birth, arrival time, arrival date, gender, home zip code, work zip code, chief complaint or symptoms, a field that identifies the hospital as a location, and PROVIDER's choice of either a patient visit number or a sequential transmission number.

- Can include all data elements specified for compliance with the Centers for Medicare & Medicaid Services (CMS) meaningful use criteria for syndromic surveillance (including stages 1, 2 and 3) describing a PROVIDER's use of certified Electronic Health Records (EHRs) to share health data with public health agencies for syndromic surveillance. Details appear on the CDC's Website at: <http://www.cdc.gov/ehrmeaningfuluse/introduction.html>.

Permitted uses and disclosures: HEALTH DEPARTMENTS and their authorized agents may only use or disclose the limited data set for the purposes of research, public health, or purposes consistent with the "Confidentiality" provisions of this agreement, provided that such use or disclosure would not violate the privacy rule. All other uses not authorized by this agreement and these specifications are prohibited. HEALTH DEPARTMENTS represent and warrant to PROVIDER that their intended uses or disclosures of the limited data set are for these purposes.

HEALTH DEPARTMENTS responsibilities: In their use or disclosure of the limited data set, HEALTH DEPARTMENTS will:

- a. assure that only individuals or organizations participating in the syndromic surveillance reporting network receive or use the limited data set
- b. not use or disclose the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- c. use appropriate safeguards to prevent use or disclosure of the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- d. promptly report to PROVIDER in writing any use or disclosure of the limited data set of which HEALTH DEPARTMENTS become aware other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- e. ensure that any agents, including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to HEALTH DEPARTMENTS, their authorized agents, with respect to such information
- f. not attempt to determine the identity of, nor contact, any person whose information is contained in the limited data set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of HEALTH DEPARTMENTS, as provided by Texas law.

PROVIDER responsibilities: PROVIDER will:

- a. provide protected health information in a limited data set to HEALTH DEPARTMENTS, in the format and medium reasonably requested by HEALTH DEPARTMENTS or their authorized agents (see deliverables, Exhibit A).
- b. disclose in its notice of privacy practices that it may disclose protected health information for purposes of research.

Amendment: HEALTH DEPARTMENTS and PROVIDER agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

Interpretation: Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

**MEMORANDUM OF UNDERSTANDING (MOU) FOR RECEIPT OF SYNDROMIC SURVEILLANCE
INFORMATION (BIOSENSE): LHD & DSHS**

BACKGROUND

This Memorandum of Understanding and data use agreement (MOU) is between The Department of State Health Services (DSHS), an agency of the State of Texas and Hidalgo County Health & Human Services Health Department, (collectively, "HEALTH DEPARTMENTS"). Both are "Public Health Authorities" as defined by 45 C.F.R. §164.501 and Knapp Medical Center ("PROVIDER") for the provision of electronic health data to support public health syndromic surveillance. This MOU serves a public purpose in protecting the public health of the citizens of Texas.

1. SCOPE OF ACTIVITIES

PROVIDER shall transmit to the HEALTH DEPARTMENTS or their authorized agents, electronic health data to support syndromic surveillance activities (the ongoing analysis of data to search for certain combinations of signs and symptoms in a population) which can be useful in detecting and mitigating the effects of terrorist incidents, in identifying and responding to naturally occurring diseases such as influenza and SARS, and for other public health uses consistent with state law. Specifically, PROVIDER and HEALTH DEPARTMENTS will follow the project guidelines detailed in Exhibit A, attached to and herein made a part of this agreement.

2. CONFIDENTIALITY

PROVIDER and HEALTH DEPARTMENTS or their authorized agents shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of private patient information. Nothing in this agreement shall be construed to limit the authority of HEALTH DEPARTMENTS or local public health entities to conduct disease surveillance, investigation, control and reporting functions provided by Texas law. The data received from PROVIDER by HEALTH DEPARTMENTS, will be a limited data set as that term is defined in the HIPAA privacy regulations at 45 C.F.R. §164.514(e) and will be used, disclosed, and safeguarded as detailed within the limited data set use specifications in Exhibit B, attached to and herein made a part of this agreement. PROVIDER data will be received and stored in one or more computers located in a secure data environment maintained as specified in an "Information Sharing and Data Use Agreement" between DSHS and the Association of State and Territorial Health Officials (ASTHO), which oversees BioSense 2.0 governance in collaboration with the Centers for Disease Control and Prevention (CDC). HEALTH DEPARTMENTS and its authorized agents shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

HEALTH DEPARTMENTS agree not to share any data received from PROVIDER with any other parties except as otherwise required by law and to the following authorized

users:

- The Centers for Disease Control and Prevention (CDC), to whom HEALTH DEPARTMENTS send syndromic surveillance data in support of the BioSense 2.0 program, and all other government agencies with whom HEALTH DEPARTMENTS, by law, must share data.
- Local public health agencies in any of the counties that PROVIDER serves.
- Other hospitals that participate in the BioSense 2.0 syndromic surveillance network established and maintained by DSHS, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.
- Research organizations, provided that the purpose of such data access is strictly limited to research, or providing training and technical support (not data hosting and not disease investigations) of current or future DSHS ancillary syndromic surveillance systems.

HEALTH DEPARTMENTS and their authorized agents, further agree to maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

3. TERM

This MOU begins on 11/05/13 and shall remain in effect until terminated by either party upon 30 days written notice. This MOU shall terminate five years from the date signed by all parties, but may be renewed on, before or after that date.

4. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this MOU unless otherwise noted.

5. AGENCY-INDEPENDENT MOU

PROVIDER is an independent contractor. HEALTH DEPARTMENTS will not direct the PROVIDER in the details of performing its duties, other than what is provided in the exhibits to this document. PROVIDER and its employees are not agents of HEALTH DEPARTMENTS. HEALTH DEPARTMENTS and its employees are not agents of PROVIDER. This MOU does not entitle PROVIDER to any regulatory or other benefit, privilege, or other amenities of employment with HEALTH DEPARTMENTS.

6. ASSIGNMENT

Neither party may assign this MOU without the prior written consent of the other party.

7. THIRD PARTY BENEFICIARY EXCLUDED

This MOU does not protect any specific third party. The intent of this MOU excludes the

idea of a suit by a third party beneficiary. The parties to this MOU do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

8. MISCELLANEOUS

This MOU supersedes all prior representations. The parties may amend this MOU by subsequent written amendments. The parties will not amend this MOU orally. The laws of the State of Texas govern this MOU.

9. TERMINATION

Any party may terminate this MOU by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2. Providing, in the written notice, the date of termination;
- 9.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

10. PARTIES ADDRESSES

Department of State Health Services
P. O. Box 149347
Austin TX 78714-3199

PROVIDER
Street or Mail Address
, TX

Department of State Health Services

By: _____

Name: _____

Date: _____

Title: _____

PROVIDER

By: _____

Name: _____

Date: _____

Title: _____

LOCAL HEALTH DEPARTMENT

By: _____

Name: Ramon Garcia

Date: _____

Title: Hidalgo County Judge

Exhibit A: Syndromic Surveillance Project Guidelines and Timetable

Objectives and participant benefits:

Disease detection and investigation is one of several core functions of the Texas Department of State Health Services and Local Health Departments. Working with the Centers for Disease Control and Prevention (CDC) as well as health care providers and local health departments across Texas, HEALTH DEPARTMENTS are participating in BioSense 2.0, the only syndromic surveillance reporting network designed to provide a national view of health data.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using existing or future views available to authorized BioSense 2.0 users
- Access to surveillance system-generated information from HEALTH DEPARTMENTS or their authorized agents concerning disease outbreaks and patterns
- The ability to achieve certain of the meaningful use of electronic health records provisions outlined in the Affordable Care Act and related legislation
- Certain intangibles associated with providing support for regional and state efforts to help protect the public health and prevent or mitigate the effects of terrorism.

Deliverables and timeline:

- PROVIDER will, at its earliest convenience, select a method approved by HEALTH DEPARTMENTS, for sharing the limited data set (see Exhibit B), then test and

implement the approved method as well as complete any other work necessary to support timely data transfers to HEALTH DEPARTMENTS.

- PROVIDER is encouraged to provide a sufficient quantity of historical data (one year's worth ideally), subject to approval of HEALTH DEPARTMENTS or their authorized agents, for purposes of establishing an accurate baseline of hospital activity.
- HEALTH DEPARTMENTS or their authorized agents will coordinate any assistance available to help establish, test and ultimately maintain the approved method of data sharing.
- DSHS or its authorized agents will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received in the BioSense 2.0 network to the fullest extent BioSense 2.0 accommodates this.

Exhibit B: Limited Data Set Use Specifications:

The PROVIDER, _____, will disclose a limited data set as defined herein, to HEALTH DEPARTMENTS or their authorized agents. DSHS and/or its authorized agents shall limit its use of the limited data set and protect the limited data set according to the following specifications, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Standards for Privacy of Individually Identifiable Health Information (the privacy rule), and corresponding privacy standards and state law, as may be amended from time to time:

Specifications for PROVIDER's disclosure of limited data set:

Terms used: Terms used, but not otherwise defined, in these specifications shall have the same meaning as those terms in 45 C.F.R §§160.013 and 164.514.

Limited data set defined: HEALTH DEPARTMENTS and their authorized agents will use and PROVIDER agrees to disclose a limited data set that:

- Includes date of birth, arrival time, arrival date, gender, home zip code, work zip code, chief complaint or symptoms, a field that identifies the hospital as a location, and PROVIDER's choice of either a patient visit number or a sequential transmission number.

- Can include all data elements specified for compliance with the Centers for Medicare & Medicaid Services (CMS) meaningful use criteria for syndromic surveillance (including stages 1, 2 and 3) describing a PROVIDER's use of certified Electronic Health Records (EHRs) to share health data with public health agencies for syndromic surveillance. Details appear on the CDC's Website at: <http://www.cdc.gov/ehrmeaningfuluse/introduction.html>.

Permitted uses and disclosures: HEALTH DEPARTMENTS and their authorized agents may only use or disclose the limited data set for the purposes of research, public health, or purposes consistent with the "Confidentiality" provisions of this agreement, provided that such use or disclosure would not violate the privacy rule. All other uses not authorized by this agreement and these specifications are prohibited. HEALTH DEPARTMENTS represent and warrant to PROVIDER that their intended uses or disclosures of the limited data set are for these purposes.

HEALTH DEPARTMENTS responsibilities: In their use or disclosure of the limited data set, HEALTH DEPARTMENTS will:

- a. assure that only individuals or organizations participating in the syndromic surveillance reporting network receive or use the limited data set
- b. not use or disclose the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- c. use appropriate safeguards to prevent use or disclosure of the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- d. promptly report to PROVIDER in writing any use or disclosure of the limited data set of which HEALTH DEPARTMENTS become aware other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- e. ensure that any agents, including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to HEALTH DEPARTMENTS, their authorized agents, with respect to such information
- f. not attempt to determine the identity of, nor contact, any person whose information is contained in the limited data set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of HEALTH DEPARTMENTS, as provided by Texas law.

PROVIDER responsibilities: PROVIDER will:

- a. provide protected health information in a limited data set to HEALTH DEPARTMENTS, in the format and medium reasonably requested by HEALTH DEPARTMENTS or their authorized agents (see deliverables, Exhibit A).
- b. disclose in its notice of privacy practices that it may disclose protected health information for purposes of research.

Amendment: HEALTH DEPARTMENTS and PROVIDER agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

Interpretation: Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

**MEMORANDUM OF UNDERSTANDING (MOU) FOR RECEIPT OF SYNDROMIC SURVEILLANCE
INFORMATION (BIOSENSE): LHD & DSHS**

BACKGROUND

This Memorandum of Understanding and data use agreement (MOU) is between The Department of State Health Services (DSHS), an agency of the State of Texas and Hidalgo County Health & Human Services Health Department, (collectively, "HEALTH DEPARTMENTS"). Both are "Public Health Authorities" as defined by 45 C.F.R. §164.501 and Mission Regional Medical Center ("PROVIDER") for the provision of electronic health data to support public health syndromic surveillance. This MOU serves a public purpose in protecting the public health of the citizens of Texas.

1. SCOPE OF ACTIVITIES

PROVIDER shall transmit to the HEALTH DEPARTMENTS or their authorized agents, electronic health data to support syndromic surveillance activities (the ongoing analysis of data to search for certain combinations of signs and symptoms in a population) which can be useful in detecting and mitigating the effects of terrorist incidents, in identifying and responding to naturally occurring diseases such as influenza and SARS, and for other public health uses consistent with state law. Specifically, PROVIDER and HEALTH DEPARTMENTS will follow the project guidelines detailed in Exhibit A, attached to and herein made a part of this agreement.

2. CONFIDENTIALITY

PROVIDER and HEALTH DEPARTMENTS or their authorized agents shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of private patient information. Nothing in this agreement shall be construed to limit the authority of HEALTH DEPARTMENTS or local public health entities to conduct disease surveillance, investigation, control and reporting functions provided by Texas law. The data received from PROVIDER by HEALTH DEPARTMENTS, will be a limited data set as that term is defined in the HIPAA privacy regulations at 45 C.F.R. §164.514(e) and will be used, disclosed, and safeguarded as detailed within the limited data set use specifications in Exhibit B, attached to and herein made a part of this agreement. PROVIDER data will be received and stored in one or more computers located in a secure data environment maintained as specified in an "Information Sharing and Data Use Agreement" between DSHS and the Association of State and Territorial Health Officials (ASTHO), which oversees BioSense 2.0 governance in collaboration with the Centers for Disease Control and Prevention (CDC). HEALTH DEPARTMENTS and its authorized agents shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

HEALTH DEPARTMENTS agree not to share any data received from PROVIDER with any other parties except as otherwise required by law and to the following authorized

users:

- The Centers for Disease Control and Prevention (CDC), to whom HEALTH DEPARTMENTS send syndromic surveillance data in support of the BioSense 2.0 program, and all other government agencies with whom HEALTH DEPARTMENTS, by law, must share data.
- Local public health agencies in any of the counties that PROVIDER serves.
- Other hospitals that participate in the BioSense 2.0 syndromic surveillance network established and maintained by DSHS, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.
- Research organizations, provided that the purpose of such data access is strictly limited to research, or providing training and technical support (not data hosting and not disease investigations) of current or future DSHS ancillary syndromic surveillance systems.

HEALTH DEPARTMENTS and their authorized agents, further agree to maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

3. TERM

This MOU begins on 11/05/13 and shall remain in effect until terminated by either party upon 30 days written notice. This MOU shall terminate five years from the date signed by all parties, but may be renewed on, before or after that date.

4. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this MOU unless otherwise noted.

5. AGENCY-INDEPENDENT MOU

PROVIDER is an independent contractor. HEALTH DEPARTMENTS will not direct the PROVIDER in the details of performing its duties, other than what is provided in the exhibits to this document. PROVIDER and its employees are not agents of HEALTH DEPARTMENTS. HEALTH DEPARTMENTS and its employees are not agents of PROVIDER. This MOU does not entitle PROVIDER to any regulatory or other benefit, privilege, or other amenities of employment with HEALTH DEPARTMENTS.

6. ASSIGNMENT

Neither party may assign this MOU without the prior written consent of the other party.

7. THIRD PARTY BENEFICIARY EXCLUDED

This MOU does not protect any specific third party. The intent of this MOU excludes the

idea of a suit by a third party beneficiary. The parties to this MOU do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

8. MISCELLANEOUS

This MOU supersedes all prior representations. The parties may amend this MOU by subsequent written amendments. The parties will not amend this MOU orally. The laws of the State of Texas govern this MOU.

9. TERMINATION

Any party may terminate this MOU by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2. Providing, in the written notice, the date of termination;
- 9.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

10. PARTIES ADDRESSES

Department of State Health Services
P. O. Box 149347
Austin TX 78714-3199

PROVIDER
Street or Mail Address
, TX

Department of State Health Services

By: _____

Name: _____

Date: _____

Title: _____

PROVIDER

By: _____

Name: _____

Date: _____

Title: _____

LOCAL HEALTH DEPARTMENT

By: _____

Name: Ramon Garcia

Date: _____

Title: Hidalgo County Judge

Exhibit A: Syndromic Surveillance Project Guidelines and Timetable

Objectives and participant benefits:

Disease detection and investigation is one of several core functions of the Texas Department of State Health Services and Local Health Departments. Working with the Centers for Disease Control and Prevention (CDC) as well as health care providers and local health departments across Texas, HEALTH DEPARTMENTS are participating in BioSense 2.0, the only syndromic surveillance reporting network designed to provide a national view of health data.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using existing or future views available to authorized BioSense 2.0 users
- Access to surveillance system-generated information from HEALTH DEPARTMENTS or their authorized agents concerning disease outbreaks and patterns
- The ability to achieve certain of the meaningful use of electronic health records provisions outlined in the Affordable Care Act and related legislation
- Certain intangibles associated with providing support for regional and state efforts to help protect the public health and prevent or mitigate the effects of terrorism.

Deliverables and timeline:

- PROVIDER will, at its earliest convenience, select a method approved by HEALTH DEPARTMENTS, for sharing the limited data set (see Exhibit B), then test and

implement the approved method as well as complete any other work necessary to support timely data transfers to HEALTH DEPARTMENTS.

- PROVIDER is encouraged to provide a sufficient quantity of historical data (one year's worth ideally), subject to approval of HEALTH DEPARTMENTS or their authorized agents, for purposes of establishing an accurate baseline of hospital activity.
- HEALTH DEPARTMENTS or their authorized agents will coordinate any assistance available to help establish, test and ultimately maintain the approved method of data sharing.
- DSHS or its authorized agents will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received in the BioSense 2.0 network to the fullest extent BioSense 2.0 accommodates this.

Exhibit B: Limited Data Set Use Specifications:

The PROVIDER, _____, will disclose a limited data set as defined herein, to HEALTH DEPARTMENTS or their authorized agents. DSHS and/or its authorized agents shall limit its use of the limited data set and protect the limited data set according to the following specifications, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Standards for Privacy of Individually Identifiable Health Information (the privacy rule), and corresponding privacy standards and state law, as may be amended from time to time:

Specifications for PROVIDER's disclosure of limited data set:

Terms used: Terms used, but not otherwise defined, in these specifications shall have the same meaning as those terms in 45 C.F.R §§160.013 and 164.514.

Limited data set defined: HEALTH DEPARTMENTS and their authorized agents will use and PROVIDER agrees to disclose a limited data set that:

- Includes date of birth, arrival time, arrival date, gender, home zip code, work zip code, chief complaint or symptoms, a field that identifies the hospital as a location, and PROVIDER's choice of either a patient visit number or a sequential transmission number.

- Can include all data elements specified for compliance with the Centers for Medicare & Medicaid Services (CMS) meaningful use criteria for syndromic surveillance (including stages 1, 2 and 3) describing a PROVIDER's use of certified Electronic Health Records (EHRs) to share health data with public health agencies for syndromic surveillance. Details appear on the CDC's Website at: <http://www.cdc.gov/ehrmeaningfuluse/introduction.html>.

Permitted uses and disclosures: HEALTH DEPARTMENTS and their authorized agents may only use or disclose the limited data set for the purposes of research, public health, or purposes consistent with the "Confidentiality" provisions of this agreement, provided that such use or disclosure would not violate the privacy rule. All other uses not authorized by this agreement and these specifications are prohibited. HEALTH DEPARTMENTS represent and warrant to PROVIDER that their intended uses or disclosures of the limited data set are for these purposes.

HEALTH DEPARTMENTS responsibilities: In their use or disclosure of the limited data set, HEALTH DEPARTMENTS will:

- a. assure that only individuals or organizations participating in the syndromic surveillance reporting network receive or use the limited data set
- b. not use or disclose the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- c. use appropriate safeguards to prevent use or disclosure of the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- d. promptly report to PROVIDER in writing any use or disclosure of the limited data set of which HEALTH DEPARTMENTS become aware other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- e. ensure that any agents, including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to HEALTH DEPARTMENTS, their authorized agents, with respect to such information
- f. not attempt to determine the identity of, nor contact, any person whose information is contained in the limited data set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of HEALTH DEPARTMENTS, as provided by Texas law.

PROVIDER responsibilities: PROVIDER will:

- a. provide protected health information in a limited data set to HEALTH DEPARTMENTS, in the format and medium reasonably requested by HEALTH DEPARTMENTS or their authorized agents (see deliverables, Exhibit A).
- b. disclose in its notice of privacy practices that it may disclose protected health information for purposes of research.

Amendment: HEALTH DEPARTMENTS and PROVIDER agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

Interpretation: Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

**MEMORANDUM OF UNDERSTANDING (MOU) FOR RECEIPT OF SYNDROMIC SURVEILLANCE
INFORMATION (BIOSENSE): LHD & DSHS**

BACKGROUND

This Memorandum of Understanding and data use agreement (MOU) is between The Department of State Health Services (DSHS), an agency of the State of Texas and Hidalgo County Health & Human Services Health Department, (collectively, "HEALTH DEPARTMENTS"). Both are "Public Health Authorities" as defined by 45 C.F.R. §164.501 and South Texas Health System ("PROVIDER") for the provision of electronic health data to support public health syndromic surveillance. This MOU serves a public purpose in protecting the public health of the citizens of Texas.

1. SCOPE OF ACTIVITIES

PROVIDER shall transmit to the HEALTH DEPARTMENTS or their authorized agents, electronic health data to support syndromic surveillance activities (the ongoing analysis of data to search for certain combinations of signs and symptoms in a population) which can be useful in detecting and mitigating the effects of terrorist incidents, in identifying and responding to naturally occurring diseases such as influenza and SARS, and for other public health uses consistent with state law. Specifically, PROVIDER and HEALTH DEPARTMENTS will follow the project guidelines detailed in Exhibit A, attached to and herein made a part of this agreement.

2. CONFIDENTIALITY

PROVIDER and HEALTH DEPARTMENTS or their authorized agents shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of private patient information. Nothing in this agreement shall be construed to limit the authority of HEALTH DEPARTMENTS or local public health entities to conduct disease surveillance, investigation, control and reporting functions provided by Texas law. The data received from PROVIDER by HEALTH DEPARTMENTS, will be a limited data set as that term is defined in the HIPAA privacy regulations at 45 C.F.R. §164.514(e) and will be used, disclosed, and safeguarded as detailed within the limited data set use specifications in Exhibit B, attached to and herein made a part of this agreement. PROVIDER data will be received and stored in one or more computers located in a secure data environment maintained as specified in an "Information Sharing and Data Use Agreement" between DSHS and the Association of State and Territorial Health Officials (ASTHO), which oversees BioSense 2.0 governance in collaboration with the Centers for Disease Control and Prevention (CDC). HEALTH DEPARTMENTS and its authorized agents shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

HEALTH DEPARTMENTS agree not to share any data received from PROVIDER with any other parties except as otherwise required by law and to the following authorized

users:

- The Centers for Disease Control and Prevention (CDC), to whom HEALTH DEPARTMENTS send syndromic surveillance data in support of the BioSense 2.0 program, and all other government agencies with whom HEALTH DEPARTMENTS, by law, must share data.
- Local public health agencies in any of the counties that PROVIDER serves.
- Other hospitals that participate in the BioSense 2.0 syndromic surveillance network established and maintained by DSHS, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.
- Research organizations, provided that the purpose of such data access is strictly limited to research, or providing training and technical support (not data hosting and not disease investigations) of current or future DSHS ancillary syndromic surveillance systems.

HEALTH DEPARTMENTS and their authorized agents, further agree to maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

3. TERM

This MOU begins on 11/05/13 and shall remain in effect until terminated by either party upon 30 days written notice. This MOU shall terminate five years from the date signed by all parties, but may be renewed on, before or after that date.

4. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this MOU unless otherwise noted.

5. AGENCY-INDEPENDENT MOU

PROVIDER is an independent contractor. HEALTH DEPARTMENTS will not direct the PROVIDER in the details of performing its duties, other than what is provided in the exhibits to this document. PROVIDER and its employees are not agents of HEALTH DEPARTMENTS. HEALTH DEPARTMENTS and its employees are not agents of PROVIDER. This MOU does not entitle PROVIDER to any regulatory or other benefit, privilege, or other amenities of employment with HEALTH DEPARTMENTS.

6. ASSIGNMENT

Neither party may assign this MOU without the prior written consent of the other party.

7. THIRD PARTY BENEFICIARY EXCLUDED

This MOU does not protect any specific third party. The intent of this MOU excludes the

idea of a suit by a third party beneficiary. The parties to this MOU do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

8. MISCELLANEOUS

This MOU supersedes all prior representations. The parties may amend this MOU by subsequent written amendments. The parties will not amend this MOU orally. The laws of the State of Texas govern this MOU.

9. TERMINATION

Any party may terminate this MOU by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2. Providing, in the written notice, the date of termination;
- 9.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

10. PARTIES ADDRESSES

Department of State Health Services
P. O. Box 149347
Austin TX 78714-3199

PROVIDER
Street or Mail Address
, TX

Department of State Health Services

By: _____

Name: _____

Date: _____

Title: _____

PROVIDER

By: _____

Name: _____

Date: _____

Title: _____
LOCAL HEALTH DEPARTMENT

By: _____

Name: Ramon Garcia

Date: _____

Title: Hidalgo County Judge

Exhibit A: Syndromic Surveillance Project Guidelines and Timetable

Objectives and participant benefits:

Disease detection and investigation is one of several core functions of the Texas Department of State Health Services and Local Health Departments. Working with the Centers for Disease Control and Prevention (CDC) as well as health care providers and local health departments across Texas, HEALTH DEPARTMENTS are participating in BioSense 2.0, the only syndromic surveillance reporting network designed to provide a national view of health data.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using existing or future views available to authorized BioSense 2.0 users
- Access to surveillance system-generated information from HEALTH DEPARTMENTS or their authorized agents concerning disease outbreaks and patterns
- The ability to achieve certain of the meaningful use of electronic health records provisions outlined in the Affordable Care Act and related legislation
- Certain intangibles associated with providing support for regional and state efforts to help protect the public health and prevent or mitigate the effects of terrorism.

Deliverables and timeline:

- PROVIDER will, at its earliest convenience, select a method approved by HEALTH DEPARTMENTS, for sharing the limited data set (see Exhibit B), then test and implement the approved method as well as complete any other work necessary to support timely data transfers to HEALTH DEPARTMENTS.

- PROVIDER is encouraged to provide a sufficient quantity of historical data (one year's worth ideally), subject to approval of HEALTH DEPARTMENTS or their authorized agents, for purposes of establishing an accurate baseline of hospital activity.
- HEALTH DEPARTMENTS or their authorized agents will coordinate any assistance available to help establish, test and ultimately maintain the approved method of data sharing.
- DSHS or its authorized agents will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received in the BioSense 2.0 network to the fullest extent BioSense 2.0 accommodates this.

Exhibit B: Limited Data Set Use Specifications:

The PROVIDER, _____, will disclose a limited data set as defined herein, to HEALTH DEPARTMENTS or their authorized agents. DSHS and/or its authorized agents shall limit its use of the limited data set and protect the limited data set according to the following specifications, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Standards for Privacy of Individually Identifiable Health Information (the privacy rule), and corresponding privacy standards and state law, as may be amended from time to time:

Specifications for PROVIDER's disclosure of limited data set:

Terms used: Terms used, but not otherwise defined, in these specifications shall have the same meaning as those terms in 45 C.F.R §§160.013 and 164.514.

Limited data set defined: HEALTH DEPARTMENTS and their authorized agents will use and PROVIDER agrees to disclose a limited data set that:

- Includes date of birth, arrival time, arrival date, gender, home zip code, work zip code, chief complaint or symptoms, a field that identifies the hospital as a location, and PROVIDER's choice of either a patient visit number or a sequential transmission number.
- Can include all data elements specified for compliance with the Centers for Medicare & Medicaid Services (CMS) meaningful use criteria for syndromic surveillance (including stages 1, 2 and 3) describing a PROVIDER's use of

certified Electronic Health Records (EHRs) to share health data with public health agencies for syndromic surveillance. Details appear on the CDC's Website at: <http://www.cdc.gov/ehrmeaningfuluse/introduction.html>.

Permitted uses and disclosures: HEALTH DEPARTMENTS and their authorized agents may only use or disclose the limited data set for the purposes of research, public health, or purposes consistent with the "Confidentiality" provisions of this agreement, provided that such use or disclosure would not violate the privacy rule. All other uses not authorized by this agreement and these specifications are prohibited. HEALTH DEPARTMENTS represent and warrant to PROVIDER that their intended uses or disclosures of the limited data set are for these purposes.

HEALTH DEPARTMENTS responsibilities: In their use or disclosure of the limited data set, HEALTH DEPARTMENTS will:

- a. assure that only individuals or organizations participating in the syndromic surveillance reporting network receive or use the limited data set
- b. not use or disclose the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- c. use appropriate safeguards to prevent use or disclosure of the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- d. promptly report to PROVIDER in writing any use or disclosure of the limited data set of which HEALTH DEPARTMENTS become aware other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- e. ensure that any agents, including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to HEALTH DEPARTMENTS, their authorized agents, with respect to such information
- f. not attempt to determine the identity of, nor contact, any person whose information is contained in the limited data set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of HEALTH DEPARTMENTS, as provided by Texas law.

PROVIDER responsibilities: PROVIDER will:

- a. provide protected health information in a limited data set to HEALTH DEPARTMENTS, in the format and medium reasonably requested by HEALTH DEPARTMENTS or their authorized agents (see deliverables, Exhibit A).
- b. disclose in its notice of privacy practices that it may disclose protected health information for purposes of research.

Amendment: HEALTH DEPARTMENTS and PROVIDER agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

Interpretation: Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, October 22, 2013 10:59 AM
To: 'Lauren Garcia'
Subject: RE: Syndromic Surveillance MOU

We would recommend using the three party agreement.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

From: Lauren Garcia [<mailto:lauren.garcia@hchd.org>]
Sent: Tuesday, October 22, 2013 11:03 AM
To: michael.garza@da.co.hidalgo.tx.us
Cc: steven.hinojosa@hchd.org; 'Josephine.Ramirez'
Subject: RE: Syndromic Surveillance MOU

Michael,

What option would you advise us to proceed with: (1) Amended MOU or (2) 3rd Party Agreement?

Lauren Irma Rabe, MPA

Public Health Tech II

Hidalgo County Health & Human Services Department

1304 S. 25th Avenue

Edinburg, Texas 78539

O: (956) 383-6221, ext. 7331

F: (956) 318-2431

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, October 22, 2013 10:52 AM
To: 'Lauren Garcia'
Cc: steven.hinojosa@hchd.org; 'Josephine.ramirez'
Subject: RE: Syndromic Surveillance MOU

Lauren,

Can we utilize the current MOU because it list the CDC's BioSense syndromic system at the 7th **WHEREAS?**

- a. If not, could we alter or amend the current MOU to reflect the new syndromic surveillance system?

Although the current MOU mentions the new syndromic surveillance system, the MOU predominantly mentions RODS and not BioSense. Therefore, the current MOU would most likely not be sufficient to require the hospitals to use BioSense.

We could amend the current MOU; however, the 3 party MOU that you attached would also suffice.

If we were to choose the 2 party agreement, would our current MOU allow us to receive and send data with the other two parties through BioSense?

Not likely. We Recommend using the three party agreement to protect the sharing of information between the three parties.

Please contact us if you have any questions or concerns.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

**MEMORANDUM OF UNDERSTANDING (MOU) FOR RECEIPT OF SYNDROMIC SURVEILLANCE
INFORMATION (BIOSENSE): LHD & DSHS**

BACKGROUND

This Memorandum of Understanding and data use agreement (MOU) is between The Department of State Health Services (DSHS), an agency of the State of Texas and Hidalgo County Health & Human Services Health Department, (collectively, "HEALTH DEPARTMENTS"). Both are "Public Health Authorities" as defined by 45 C.F.R. §164.501 and Rio Grande Regional Hospital ("PROVIDER") for the provision of electronic health data to support public health syndromic surveillance. This MOU serves a public purpose in protecting the public health of the citizens of Texas.

1. SCOPE OF ACTIVITIES

PROVIDER shall transmit to the HEALTH DEPARTMENTS or their authorized agents, electronic health data to support syndromic surveillance activities (the ongoing analysis of data to search for certain combinations of signs and symptoms in a population) which can be useful in detecting and mitigating the effects of terrorist incidents, in identifying and responding to naturally occurring diseases such as influenza and SARS, and for other public health uses consistent with state law. Specifically, PROVIDER and HEALTH DEPARTMENTS will follow the project guidelines detailed in Exhibit A, attached to and herein made a part of this agreement.

2. CONFIDENTIALITY

PROVIDER and HEALTH DEPARTMENTS or their authorized agents shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of private patient information. Nothing in this agreement shall be construed to limit the authority of HEALTH DEPARTMENTS or local public health entities to conduct disease surveillance, investigation, control and reporting functions provided by Texas law. The data received from PROVIDER by HEALTH DEPARTMENTS, will be a limited data set as that term is defined in the HIPAA privacy regulations at 45 C.F.R. §164.514(e) and will be used, disclosed, and safeguarded as detailed within the limited data set use specifications in Exhibit B, attached to and herein made a part of this agreement. PROVIDER data will be received and stored in one or more computers located in a secure data environment maintained as specified in an "Information Sharing and Data Use Agreement" between DSHS and the Association of State and Territorial Health Officials (ASTHO), which oversees BioSense 2.0 governance in collaboration with the Centers for Disease Control and Prevention (CDC). HEALTH DEPARTMENTS and its authorized agents shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

HEALTH DEPARTMENTS agree not to share any data received from PROVIDER with any other parties except as otherwise required by law and to the following authorized

users:

- The Centers for Disease Control and Prevention (CDC), to whom HEALTH DEPARTMENTS send syndromic surveillance data in support of the BioSense 2.0 program, and all other government agencies with whom HEALTH DEPARTMENTS, by law, must share data.
- Local public health agencies in any of the counties that PROVIDER serves.
- Other hospitals that participate in the BioSense 2.0 syndromic surveillance network established and maintained by DSHS, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.
- Research organizations, provided that the purpose of such data access is strictly limited to research, or providing training and technical support (not data hosting and not disease investigations) of current or future DSHS ancillary syndromic surveillance systems.

HEALTH DEPARTMENTS and their authorized agents, further agree to maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

3. TERM

This MOU begins on 11/05/13 and shall remain in effect until terminated by either party upon 30 days written notice. This MOU shall terminate five years from the date signed by all parties, but may be renewed on, before or after that date.

4. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this MOU unless otherwise noted.

5. AGENCY-INDEPENDENT MOU

PROVIDER is an independent contractor. HEALTH DEPARTMENTS will not direct the PROVIDER in the details of performing its duties, other than what is provided in the exhibits to this document. PROVIDER and its employees are not agents of HEALTH DEPARTMENTS. HEALTH DEPARTMENTS and its employees are not agents of PROVIDER. This MOU does not entitle PROVIDER to any regulatory or other benefit, privilege, or other amenities of employment with HEALTH DEPARTMENTS.

6. ASSIGNMENT

Neither party may assign this MOU without the prior written consent of the other party.

7. THIRD PARTY BENEFICIARY EXCLUDED

This MOU does not protect any specific third party. The intent of this MOU excludes the

idea of a suit by a third party beneficiary. The parties to this MOU do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

8. MISCELLANEOUS

This MOU supersedes all prior representations. The parties may amend this MOU by subsequent written amendments. The parties will not amend this MOU orally. The laws of the State of Texas govern this MOU.

9. TERMINATION

Any party may terminate this MOU by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2. Providing, in the written notice, the date of termination;
- 9.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

10. PARTIES ADDRESSES

Department of State Health Services
P. O. Box 149347
Austin TX 78714-3199

PROVIDER
Street or Mail Address
, TX

Department of State Health Services

By: _____

Name: _____

Date: _____

Title: _____

PROVIDER

By: _____

Name: _____

Date: _____

Title: _____

LOCAL HEALTH DEPARTMENT

By: _____

Name: Ramon Garcia

Date: _____

Title: Hidalgo County Judge

Exhibit A: Syndromic Surveillance Project Guidelines and Timetable

Objectives and participant benefits:

Disease detection and investigation is one of several core functions of the Texas Department of State Health Services and Local Health Departments. Working with the Centers for Disease Control and Prevention (CDC) as well as health care providers and local health departments across Texas, HEALTH DEPARTMENTS are participating in BioSense 2.0, the only syndromic surveillance reporting network designed to provide a national view of health data.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using existing or future views available to authorized BioSense 2.0 users
- Access to surveillance system-generated information from HEALTH DEPARTMENTS or their authorized agents concerning disease outbreaks and patterns
- The ability to achieve certain of the meaningful use of electronic health records provisions outlined in the Affordable Care Act and related legislation
- Certain intangibles associated with providing support for regional and state efforts to help protect the public health and prevent or mitigate the effects of terrorism.

Deliverables and timeline:

- PROVIDER will, at its earliest convenience, select a method approved by HEALTH DEPARTMENTS, for sharing the limited data set (see Exhibit B), then test and

implement the approved method as well as complete any other work necessary to support timely data transfers to HEALTH DEPARTMENTS.

- PROVIDER is encouraged to provide a sufficient quantity of historical data (one year's worth ideally), subject to approval of HEALTH DEPARTMENTS or their authorized agents, for purposes of establishing an accurate baseline of hospital activity.
- HEALTH DEPARTMENTS or their authorized agents will coordinate any assistance available to help establish, test and ultimately maintain the approved method of data sharing.
- DSHS or its authorized agents will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received in the BioSense 2.0 network to the fullest extent BioSense 2.0 accommodates this.

Exhibit B: Limited Data Set Use Specifications:

The PROVIDER, _____, will disclose a limited data set as defined herein, to HEALTH DEPARTMENTS or their authorized agents. DSHS and/or its authorized agents shall limit its use of the limited data set and protect the limited data set according to the following specifications, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Standards for Privacy of Individually Identifiable Health Information (the privacy rule), and corresponding privacy standards and state law, as may be amended from time to time:

Specifications for PROVIDER's disclosure of limited data set:

Terms used: Terms used, but not otherwise defined, in these specifications shall have the same meaning as those terms in 45 C.F.R §§160.013 and 164.514.

Limited data set defined: HEALTH DEPARTMENTS and their authorized agents will use and PROVIDER agrees to disclose a limited data set that:

- Includes date of birth, arrival time, arrival date, gender, home zip code, work zip code, chief complaint or symptoms, a field that identifies the hospital as a location, and PROVIDER's choice of either a patient visit number or a sequential transmission number.

- Can include all data elements specified for compliance with the Centers for Medicare & Medicaid Services (CMS) meaningful use criteria for syndromic surveillance (including stages 1, 2 and 3) describing a PROVIDER's use of certified Electronic Health Records (EHRs) to share health data with public health agencies for syndromic surveillance. Details appear on the CDC's Website at: <http://www.cdc.gov/ehrmeaningfuluse/introduction.html>.

Permitted uses and disclosures: HEALTH DEPARTMENTS and their authorized agents may only use or disclose the limited data set for the purposes of research, public health, or purposes consistent with the "Confidentiality" provisions of this agreement, provided that such use or disclosure would not violate the privacy rule. All other uses not authorized by this agreement and these specifications are prohibited. HEALTH DEPARTMENTS represent and warrant to PROVIDER that their intended uses or disclosures of the limited data set are for these purposes.

HEALTH DEPARTMENTS responsibilities: In their use or disclosure of the limited data set, HEALTH DEPARTMENTS will:

- a. assure that only individuals or organizations participating in the syndromic surveillance reporting network receive or use the limited data set
- b. not use or disclose the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- c. use appropriate safeguards to prevent use or disclosure of the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- d. promptly report to PROVIDER in writing any use or disclosure of the limited data set of which HEALTH DEPARTMENTS become aware other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- e. ensure that any agents, including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to HEALTH DEPARTMENTS, their authorized agents, with respect to such information
- f. not attempt to determine the identity of, nor contact, any person whose information is contained in the limited data set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of HEALTH DEPARTMENTS, as provided by Texas law.

PROVIDER responsibilities: PROVIDER will:

- a. provide protected health information in a limited data set to HEALTH DEPARTMENTS, in the format and medium reasonably requested by HEALTH DEPARTMENTS or their authorized agents (see deliverables, Exhibit A).
- b. disclose in its notice of privacy practices that it may disclose protected health information for purposes of research.

Amendment: HEALTH DEPARTMENTS and PROVIDER agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

Interpretation: Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

From: "Mike Escaname" <miguel.escaname@mail.hchd.org>
To: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Cc: "lauren garcia" <lauren.garcia@hchd.org>
Sent: Friday, November 1, 2013 1:47:32 PM
Subject: Fwd: RE: Regular AI-41392 - Health and Human Services

Hello Manuel,

Please attach Legal's review noted below to AI-41392.

Thanks,

----- Original Message -----

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
Sent: 11/1/2013 2:43:56 PM
To: "Lauren Garcia" <lauren.garcia@hchd.org>
Cc: "Mike Escaname" <miguel.escaname@hchd.org>, "Letty Chavez" <letty.chavez@auditor.co.hidalgo.tx.us>
Subject: RE: Regular AI-41392 - Health and Human Services

Our office has reviewed the Biosense three-party agreement and approve as to form.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

AI-41499

Health & Human Services Dept. 8. D.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to submit NACCHO grant application. The purpose of this funding is aimed at supporting local public health departments in undertaking accreditation preparation activities.
2. Requesting approval of the contract / Agreement language.
3. Requesting approval for County Judge to sign NACCHO Contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: n/a

FUNDS AVAILABLE Y/N?: n/a

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No local match required.

Attachments

RFA

Grant Application

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/29/2013 01:14 PM
Manuel Chapa	Manuel Chapa	11/01/2013 12:42 PM
Rosalinda Cantu	Rosie Cantu	11/01/2013 03:18 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Mike Escaname		Started On: 10/28/2013 03:29 PM
	Final Approval Date: 11/01/2013	



Accreditation Support Initiative for Local Public Health Departments

REQUEST FOR APPLICATIONS

OVERVIEW

With support from the Office of State, Tribal, Local and Territorial Support within the Centers for Disease Control and Prevention, the National Association of County and City Health Officials (NACCHO) is pleased to offer a funding opportunity for a third year of the Accreditation Support Initiative (ASI). This iteration of the ASI is aimed at supporting **local public health departments (LHDs)** in undertaking accreditation preparation activities.

Approximately **20-30 awards** of **up to \$40,000** (previous years' awards have ranged from \$5,000 to \$40,000) will be provided to selected LHDs to engage in activities that will demonstrate a measurable increase in their readiness to achieve Public Health Accreditation Board (PHAB) accreditation¹. Selections will be made in early December 2013 and the project period will run from the date of contract execution through May 31, 2014.

Applicants will select one category of work, and one or more deliverables within that category, based on an identified area of need around accreditation readiness. Eligible categories and deliverables are detailed in this RFA. Opportunities for peer networking, sharing, and technical assistance (TA) will be provided by NACCHO. LHDs may submit one application only. Applications must be submitted through the online system by 11:59 PM EDT on **Wednesday, November 13, 2013**.

All necessary information regarding the project and application process may be found in this RFA. A paper copy of the online application is provided for your reference and use. Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing accredsupport@naccho.org. NACCHO and CDC staff will host an optional teleconference call on **Thursday, October 31, 2013** from **1:00 – 2:00 PM ET** (12–1 PM CT; 11 AM–12 PM MT; 10–11 AM PT) (Dial 800-742-6164) to walk through the RFA and application. Please note that no new information will be shared during the call; as such, applicants need not wait for this optional call in order to begin or submit applications. The call will be recorded and posted to the NACCHO website.

ELIGIBILITY

This RFA is open to all LHDs that are [eligible to apply to PHAB](#). Questions pertaining to PHAB eligibility should be directed to PHAB. Please note that the following LHDs are **not** eligible for this RFA:

- LHDs that have submitted an application to PHAB on or before 11/13/2013 (Note: LHDs that have submitted the Statement of Intent, but not the application, are still eligible to apply for this RFA)
- LHDs directly funded under CDC's [National Public Health Improvement Initiative](#)

Selected LHDs will enter into a contract with NACCHO to complete the deliverable(s) specified in the application. Agreement with [NACCHO standard contract terms and conditions](#) is a requirement for application. No modifications to the terms or contract language will be made. LHDs that cannot agree

¹ As outlined in the PHAB Standards and Measures: <http://www.phaboard.org/accreditation-process/public-health-department-standards-and-measures/>

to NACCHO's contract language should not apply for this initiative. As part of the application, the LHD will be asked to verify that it has read NACCHO's standard contract language and has provided a copy to the individual with signing authority at the LHD for advanced consideration.

CATEGORIES OF WORK ([SEE TABLE OF CATEGORIES AND DELIVERABLES ON PAGE 6](#))

Applicants may apply under **one category** of work only. Although the LHD may be conducting more than one area of work simultaneously in their accreditation preparation process, for the purposes of this award applicants are asked to prioritize the category in which they most need the resources and TA available through the ASI.

Within the selected category, applicants may propose to use funds to complete activities that will result in **one or more of the listed deliverables**. The deliverable(s) chosen will be listed in the contract and payment will be remitted, in two increments, upon submission and acceptance of those items. Applicants should select the deliverable(s) based on: 1) feasibility for the LHD to undertake and complete within the project timeframe, and 2) greatest benefit to the LHD in their accreditation readiness. **Applicants should only choose deliverables that that will be completed during the course of this project, and not those that have already been completed.**

For **each deliverable(s)** selected, applicants will be required to describe the **activities** they propose to undertake in order to accomplish that deliverable, the corresponding **timeframes**, and **expected outcomes**. The applicant will also be required to estimate an **overall budget for all selected deliverables**, which will be used as a basis for the award amount.

For contextual purposes, categories include references to the most closely related domains within the PHAB Standards & Measures. However, it is understood that work in one or more of the categories may span across several PHAB domains indirectly, or in conjunction with other categories of work.

Category 1: Progress Towards Preparing or Applying for Accreditation (related PHAB Domain: Any)
The accreditation process consists of seven key steps and is based on demonstrating achievement of standards and measures across 12 domains, as described in [PHAB's Guide to Accreditation](#). Applicants to this category may use this award to complete the steps necessary to organize, prepare and apply for accreditation as related to any PHAB domain and to fulfill one or more of the outlined deliverables (e.g., documentation gap analysis and recommendations, staff accreditation training, etc.) or another deliverable described in detail by the applicant.

Category 2: Progress Towards Completing a Community Health Improvement Process (related PHAB Domain: 1 & 5)
The community health improvement process yields a community health assessment (CHA) and community health improvement plan (CHIP), which are two of the three prerequisites to PHAB application and lays the groundwork for community programs, policies and interventions. Applicants to this category may use this award to conduct activities that will fulfill one or more of the outlined deliverables and that will show progress towards completing a CHA or developing a CHIP (e.g., plan for data collection, analysis and synthesis, plan for monitoring progress on implementation of CHIP strategies, etc.).

Category 3: Progress Towards Developing an Agency Strategic Plan (related PHAB Domain: 5)
An agency strategic plan is one of the three prerequisites to PHAB application and lays the groundwork for agency programs and policies. Health departments have a variety of unique needs and processes related to their ability to apply for and achieve PHAB accreditation. Applicants to this category may use

this award to conduct activities that will show progress towards developing the agency strategic plan that will fulfill one or more of the outlined deliverables (e.g., a SWOT analysis, process for conducting visioning, etc.).

Category 4: Establishing and Monitoring a System of Performance Management (related PHAB Domain: 9)

For LHDS to effectively and efficiently improve population health it is important to monitor performance of processes, programs, interventions, and more and a functioning and integrated performance management system allows for that monitoring. Applicants to this category may use this award to conduct activities that will show progress towards establishing and monitoring a system of performance management that will fulfill one or more of the outlined deliverables (e.g., completed performance management self-assessment, performance dashboard and text that shows evidence of an adopted performance management system, etc.).

Category 5: Building a Culture of Quality Improvement (related PHAB Domain: 9)

Quality improvement (QI) is the result of leadership support and requires staff commitment at all levels to build a culture of quality and ensure it is fully integrated into organizational structures, processes, services, operations, and more. Applicants to this category may use this award to conduct activities that will show progress towards building a culture of QI that will fulfill one or more of the outlined deliverables (e.g., assessment of current QI culture and description of desired future state, plan for regularly communicating about QI activities, etc.).

Category 6: Workforce Development (related PHAB Domain: 8)

A multi-disciplinary workforce that is matched to the specific community being served facilitates the interdisciplinary approaches required to address the population's public health issues. PHAB Standards and Measures (v1.0) focus on the need for LHDs to take as strategic approach to the development of a trained and competent workforce to effectively perform duties. Applicants to this category may use this award to conduct activities that will show progress towards training and development of the LHD workforce that will fulfill one or more of the outlined deliverables (e.g., job descriptions that include core competencies, a workforce development plan, etc.).

****Using Award Funds for PHAB Fees:***

Applicants to any category who plan to submit their accreditation application to PHAB within the project period may choose to use award funds to pay up to 50% of PHAB fees (see the PHAB fee schedule for [2013](#) & for [2014](#)). If the applicant indicates they will use funding toward fees, please note that the required deliverable will be to provide evidence that the LHD has applied to PHAB within the project timeframe; award funds will not be remitted without that evidence. As such, it is important that LHDs applying for fees have carefully considered all PHAB application requirements and have developed a feasible plan to submit the application before May 31, 2014.

PROJECT REQUIREMENTS

Selected LHDs must agree to:

- Adhere to NACCHO's [standard contract language](#) and be able to sign and return the contract to NACCHO within 30 days of receiving it. **No modifications to NACCHO's standard language will be made.**
- Designate one main point of contact with whom NACCHO will directly communicate on all matters related to this project, including selection notification. This Project Coordinator will be

responsible for submitting all deliverables, participating in peer networking conference calls or webinars, and completing evaluation activities.

- Submit, per the contract scope of work, 1) all deliverables as selected in the application, 2) two project reports and 3) periodic feedback through evaluation mechanisms throughout the project. Select deliverables will be posted to NACCHO's website.
- Designate one relevant staff member to attend the CDC-sponsored 2-day Public Health Improvement Training in Atlanta, GA in Spring 2014. Funding to support his/her travel will be included in the total award amount and must be included in the applicants' proposed budget.

NACCHO and CDC will provide selected LHDs with:

- A monetary award that will be paid in two installments upon successful submission of the deliverables proposed in the application.
- Opportunities for peer-to-peer networking among all selected LHDs and those within each category of work including hosted conference calls, as appropriate.
- Access to virtual TA and guidance from NACCHO staff, LHD peers/mentors, and/or potentially subject-matter experts related to the category of work for which the LHD received the award, as appropriate. (Please note that this guidance will be limited; if significant TA is necessary for an applicant to complete their work, LHDs should plan to contract with a consultant/SME and budget for the expense within the application.)
- Connection to learning communities and national networks.

APPLICATION PROCESS

- 1) Review the requirements and expectations outlined in this RFA and in the [Application Reference Document](#). (Please note that the Application Reference Document is provided only as a means to help LHDs gather information and prepare responses prior to completing the online submission form.) Applicants are urged to carefully consider the category and deliverable(s) that will be both meaningful and feasible to accomplish during the project timeframe, as described earlier in this document. LHDs may submit one application only.
- 2) Read NACCHO's [standard contract language](#) and provide a copy to the individual with signing authority at the LHD for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within 30 days of receiving it. **No modifications will be made. Late contracts will not be accepted.**
- 3) Use the Application Reference Document to prepare responses for the online application and save a copy for your records.
- 4) Complete the [online application](#) by **11:59 PM EDT on Wednesday, November 13, 2013**. No applications will be accepted by fax, e-mail, or postal mail. Please note:
 - **LHDs may submit one application only.**
 - Applicants **will** be able to save responses in the online form and return to them as needed during the submission process.
 - Applicants **will** be able to view and download a response summary at the end of the online application form.

SELECTION PROCESS

- Applications will reviewed by NACCHO and CDC.
- Incomplete applications, those submitted by ineligible applicants, or those received through any format other than the online system will not be reviewed.
- Applications will be reviewed and scored based on the following criteria:
 - Evidence of LHD capacity and feasibility to carry out the proposed activities

- Evidence of awareness/understanding of the accreditation process and intent to ever apply for accreditation
 - Degree to which the workplan (activities and timeframes) and budget are clear, realistic, and appropriate
- The final cohort of selected sites will be representative of a diverse sampling of LHDs based on size, location, jurisdiction type, and stage of accreditation readiness (from self-assessment to just prior to submitting an application to PHAB).
- Please note that the number of deliverables chosen alone will have no bearing on the likelihood of selection. Given that the goal of the ASI is to demonstrate measurable and meaningful progress in support of application for PHAB accreditation, LHDs are encouraged to carefully choose both the number and scope of deliverables proposed in the ASI application process.
- Selected applicants will be notified by e-mail on or about Monday, December 9, 2013. Applicants are required in the online application to designate a project coordinator to receive the notification e-mail.
- Selected LHDs will be required to confirm participation and agreement with the contract scope of work (based on deliverables chosen in the application) after receiving notification. The designated point of contact for selection must be available to receive and respond to the notification in a timely manner.
- Non-selected applicants will be notified by e-mail no later than Friday, December 13, 2013.
- Access the application at: http://naccho.co1.qualtrics.com/SE/?SID=SV_2bi1be3kRjtqFSZ.

For assistance in proposal writing, please consult NACCHO's free archived webinars. The three-part series, *Elements of a Strong Proposal* includes information on writing specific, measurable, achievable, realistic, and time-phased (SMART) goals and objectives, introduction to logic models, and development of a need statement. The webinars can be viewed here: <http://webcasts.naccho.org/series.php?id=569>.

Categories of Work and Deliverables

The eligible categories of work and deliverables under which LHDs may apply are outlined below. Descriptions of these categories and potential types of activities are described [earlier in the RFA](#). As a reminder, the deliverable(s) chosen will be listed in the contract between selected sites and NACCHO, and payment will be remitted based upon successful submission of these and other project requirements.

For contextual purposes, categories include references to the most closely related domains within the PHAB Standards & Measures. However, it is understood that work in one or more of the categories may span across several PHAB domains indirectly, or in conjunction with other categories of work.

Category (choose one)	Deliverables to be completed through the ASI for submission to NACCHO (choose one or more within selected category)
1. Progress Towards Preparing or Applying for Accreditation (related PHAB Domain: Any)	1. A written self-study by the Accreditation Team against the PHAB Standards, Measures, and Required Documentation that details the LHD's strengths, opportunities for improvement, and plans for addressing gaps 2. Materials from staff and governing entity training(s) on the value of and LHD's process for achieving accreditation 3. Detailed written description of process to systematically review and revise department policies and procedures as needed, and evidence of implementation of this process 4. Detailed written description of process for identifying and reviewing documentation for PHAB, and evidence of implementation of this process 5. List of possible documentation for each of the PHAB measures, using PHAB's Documentation Selection Spreadsheet or like tool 6. Other deliverable related to Category 1: _____
2. Progress Towards Completing a Community Health Improvement Process (related PHAB Domains: 1 & 5)	1. Process for and results of assessing community partner engagement, and plan for action based on results 2. Detailed written plan for CHA data collection; analysis; and synthesis, and evidence of implementation of plan 3. Detailed written plan for communicating how the CHA and/or CHIP was distributed to partner organizations and the community at large, and how input was solicited 4. Detailed written plan for ongoing monitoring, refreshing and analyzing CHA data, particularly specific to populations/geographic areas where health inequities or poorer health outcomes were identified 5. Detailed written description of process for and results of CHIP action planning, including: setting community health priorities; developing goals, measurable objectives and improvement strategies; identifying performance measures with time-framed targets and individuals; identifying organizations that have responsibility for specific strategies; and creating a workplan for implementation. 6. Detailed written plan to monitor progress on implementation of community health improvement plan strategies in collaboration with broad participation from stakeholders and partners 7. Completed CHA with all required components including: 1) use of data from various sources and results of data collection and analysis activities; 2) demographics of population, 3) description of health issues faced by population groups and factors that contribute to higher health risks/poorer health outcomes

	of populations; and 4) description of existing assets or resources. 8. Completed CHIP with all required components including: 1) desired outcomes of health improvement, priorities for action that consider health inequities, measurable objectives, improvement strategies, and performance measures with time-framed targets, 2) policy changes needed to address objectives, 3) individuals and organizations that have accepted responsibility for implementing strategies, and 4) consideration of alignment with state and national priorities. 9. Other deliverable related to Category 2: _____
3. Progress towards Developing and Implementing an Agency Strategic Plan (related PHAB Domain: 5)	1. Detailed written description of strategic planning process used and membership of strategic planning group 2. Detailed written description of process for developing a vision, mission and guiding principles/values 3. Detailed written description of process for identifying agency strategic priorities, goals and objectives with measurable and time-framed targets 4. Detailed written description of process for and results of how LHD has 1) considered key support functions required for efficiency and effectiveness (e.g., enhancement of communication and branding policies) and 2) identified external trends, events, or factors that may impact community health or the health department 5. Detailed written description, materials and results of assessment process and analysis of the health departments strengths and weaknesses (e.g., SWOT analysis) 6. Completed agency strategic plan with all required components including: 1) mission, vision, and guiding principles/values; 2) strategic priorities; 3) measurable and time-framed goals and objectives; 4) identification of external trends, events or factors that may impact the LHD or community health; 5) consideration of key LHD support functions and capacity required for efficiency and effectiveness (e.g., for enhancement of communication and branding policies); 6) assessment of LHD strengths and weaknesses; and 7) link to CHIP or QI Plan, or description of how they will be linked in the future. 7. Other deliverable related to Category 3: _____
4. Establishing and Monitoring a System of Performance Management (related PHAB Domain: 9)	1. Completed performance management self-assessment 2. Detailed written performance management plan including: leadership and staff roles and responsibilities; objectives and standards for measuring progress toward milestones; methods, tools, and processes for measuring, tracking, and reporting performance; and timelines for completion. 3. Performance management staff training including training goals and objectives, and documentation of training content such as PowerPoint presentation, a curriculum, evaluation results, etc. 4. Evidence of an adopted system of performance management including the agency's selected performance goals, standards, objectives, targets, and indicators. This should include an established mechanism for data collection, analysis, and reporting of performance progress such as performance dashboards, spreadsheets and narrative text. 5. Detailed written description of a formal process used to select and implement an information system to support performance management efforts, such as a requirements gathering process, and evidence of implementation of process. The process should detail how the agency examined its needs related to performance management; explored various information system options; considered various

	stakeholders; and accounted for financial considerations. 6. Other deliverable related to Category 4: _____
5. Building a Culture of Quality Improvement (related PHAB Domain: 9)	1. Detailed written description of assessment results for current QI culture and desired future state of quality in organization 2. Detailed written description and documentation of the LHD's QI governance structure 3. Detailed written description of process and criteria for identifying and initiating appropriate QI projects 4. Detailed written description of process for identifying performance goals, objectives, and measures with time-framed targets 5. Detailed written plan for collecting, analyzing, and tracking progress toward performance goals and making improvements as needed 6. Detailed written description of the LHD's plan for regularly communicating about QI activities in the department, and evidence of at least 3 of those mechanisms implemented 7. Completed QI plan with all required components including descriptions of: 1) key quality terms; 2) desired future state of quality; 3) key elements of the QI governance structure; 4) types of internal QI trainings available and conducted; 5) how projects are identified and initiated and aligned with agency strategic plan; 6) QI goals, objectives, measures with time-framed targets, and responsible parties; 7) plan for collecting, analyzing, and tracking progress toward performance goals and making improvements as needed; and 8) plan for regularly communicating about QI activities. 8. QI staff training including training goals and objectives, and documentation of training content such as PowerPoint presentations, a curriculum, evaluation results, etc. 9. Written or visual example of a completed QI project(s) in a program and/or administrative area 10. Other deliverable related to Category 5: _____
6. Workforce Development (related PHAB Domain: 8)	1. Detailed written plan for ensuring adoption of relevant public health core competencies among staff 2. Assessment(s) used to assess staff competencies against the adopted core competencies and detailed description of process for implementing assessment. 3. Staff training plan based upon results of assessment, including training schedules and description of curricula topics, and how identified gaps in staff competencies will be addressed 4. Workforce development plan that includes all required components including: 1) adopted public health core competencies for staff; 2) assessment of staff competencies against adopted core competencies; 3) curricula and training schedules; and 4) identification of barriers and strategies for addressing them. 5. Other deliverable related to Category 6: _____

Applications due by 11:59 PM EDT on Wednesday, November 13, 2013

**Accreditation Support Initiative 2013 – 2014
Application Reference Document**

Instructions: DO NOT SUBMIT THIS FORM. THIS FORM IS PROVIDED AS A REFERENCE ONLY. APPLICATIONS MUST BE SUBMITTED THROUGH THE ONLINE SYSTEM, AVAILABLE AT: http://naccho.co1.qualtrics.com/SE/?SID=SV_2bi1be3kRjtGFSZ

Once you begin working on the online application, your saved responses may be accessed and revised at any time before submission, as long as you are accessing this link through the same computer (responses are saved based on IP address). Please note that this means you will need to use the same computer to complete the application process. Prior to submission, you will be able to review and download a summary of your responses for your records.

Complete the application using the online submission form no later than 11:59 PM EDT on Wednesday, November 13, 2013. This document is for your reference only, and submissions via e-mail will not be accepted.

AGENCY INFORMATION	
Name and complete contact information for person completing this online application:	
Name and complete contact information for designated Project Coordinator*: <i>*Per RFA: Applicants are required to designate one main point of contact with whom NACCHO will directly communicate on all matters related to this project, including selection notification. This person will be responsible for submitting all deliverables, participating in peer networking conference calls or webinars, and completing evaluation activities.</i>	
Local health department (LHD) name:	
LHD full address:	
Agency EIN/tax ID number:	
Approximate population size served by LHD (number):	individuals

Primary type of population served by LHD (<i>select all that apply</i>):	☐ Frontier ☐ Rural ☐ Suburban	☐ Urban ☐ Other (specify):
Current number of staff:	full-time equivalents (FTEs)	
In the last 24 months (November 2011 - November 2013) has your LHD received any grant funding from NACCHO (not limited to accreditation readiness support)? <i>(Note: this information is for tracking purposes and has no bearing on review and selection)</i>	☐ Yes ☐ No	
If yes, provide a general description and approximate amount of each separate grant funding received.		

CONTRACT INFORMATION	
Selected LHDs will enter into a contract with NACCHO to complete the deliverable(s) selected below. Agreement with NACCHO standard contract terms and conditions is a requirement for application. No modifications will be made. The information below will help to begin the contracting process immediately upon selection.	
The LHD has read NACCHO's standard contract language and provided a copy to the individual with signing authority at the LHD for advanced consideration.	☐ Yes ☐ No
The LHD agrees to the contract language and is able to sign and return a contract to NACCHO within 30 days of receipt.	☐ Yes ☐ No
If you selected 'No' the LHD has not provided a copy to the individual with signing authority for advanced consideration or 'No' the LHD does not agree to the contract language or is not able to sign and return a contract to NACCHO within 30 days, please explain	
Name and title of authorized signer of contract	
Contact information (address, e-mail, telephone number and fax number) of authorized signer of contract	

SUPPORT TO APPLY FOR THIS FUNDING OPPORTUNITY	
The LHD has discussed this funding opportunity with the governing body and has received support to apply. For this effort, the governing body is considered to be the person or entity with authority to hire/fire the health official.	☐ Yes ☐ No
The Health Official is aware and supportive of this application.	☐ Yes ☐ No
If you selected 'No' the governing body has not given support to apply and/or 'No' the Health Official is not aware and supportive of this application, please provide an explanation.	

CURRENT ACCREDITATION PREPARATION INFORMATION	
Anticipated PHAB application* date (select one) *submission of three prerequisite documents, application form, and PHAB fee as defined by Step 2 of the PHAB accreditation process	☐ Plan to apply between 11/13/2013 – 5/31/2014 ☐ Plan to apply between 6/1/2014 – 12/31/2014 ☐ Plan to apply in 2015 or later ☐ Not sure if LHD plans to ever apply for accreditation
If you selected 'plan to apply between 11/13/2013 – 5/31/2014', describe the activities currently underway and general timeline to apply to PHAB by 5/31/14 (e.g., progress towards completing prerequisites, anticipated date of submission of the Statement of Intent to PHAB (or date of submission if already submitted, etc.)	
If you selected 'plan to apply between 11/13/2013 – 5/31/2014', do you plan to use part of the award funding to support payment of PHAB fees? Awards may be used to pay up to 50% of the total PHAB fee. Please note that if you select yes, you will be required to submit documentation of application to PHAB and	☐ Yes ☐ No

receipt of PHAB invoice before 5/31/2014 as a deliverable.	
If you selected 'Yes', plan to use part of the award funding to support payment of PHAB fees, please provide the amount requested* for this purpose (up to 50% of the total PHAB fee; total requested amount for the award must not exceed \$40,000) *This amount will be automatically transferred to the budget section below.	
If you selected 'Not sure if LHD plans to ever apply for accreditation,' please explain why.	
Describe, generally, activities the LHD has completed or is currently working on related to preparing for accreditation. The purpose of this question is to provide context regarding your overall stage in accreditation readiness.	

CATEGORIES OF WORK

Select **one** category of work for which the agency is applying. Although the LHD may be conducting work in more than one area simultaneously in their accreditation preparation process, for the purposes of this award applicants are asked to prioritize the category in which they most need the resources and technical assistance available through the ASI. Note: Within the selected category, applicants may propose to use funds to complete activities that will result in **one or more of the listed deliverables in the next question.**

- ☐ Category 1, Progress Towards Preparing or Applying for Accreditation
- ☐ Category 2, Progress Towards Completing a Community Health Improvement Process
- ☐ Category 3, Progress Towards Developing an Agency Strategic Plan
- ☐ Category 4, Establishing and Monitoring a System of Performance Management
- ☐ Category 5, Building a Culture of Quality Improvement
- ☐ Category 6, Workforce Development

CHOSEN CATEGORY (1 – 6)	
Describe why the LHD has a need for support in this category of work.	
Select the deliverable(s) for which the LHD is applying (see table of deliverables by category on page 11). The deliverable(s) chosen will be listed in the contract and payment will be remitted upon deliverable submission to, and acceptance by, NACCHO. Applicants should select the deliverable(s) based on: 1) feasibility and capacity for the LHD to undertake and complete within the timeframe and 2) greatest benefit to the LHD in their accreditation readiness. Applicants will be asked to provide a narrative of how each deliverable will be completed within the project timeframe. The number of deliverables chosen alone will have no bearing on the likelihood of selection. Given that the goal of the ASI is to demonstrate measurable and meaningful progress in accreditation readiness, LHDs are encouraged to carefully choose both the number and scope of deliverables proposed during the application process. Applicants should only choose deliverables that that will be completed during the course of this project, and not those that have already been completed by the LHD. Applicants may propose one ‘other’ deliverable that falls into this category of work. Note that, if selected, the deliverable language is what will be listed in the LHD’s contract with NACCHO. Applicants who choose this option should be as clear as possible in describing the proposed deliverable.	☐ Deliverable 1, ☐ Deliverable 2, ☐ Deliverable 3 ☐ Deliverable 4, ☐ Deliverable 5, ☐ Deliverable 6, ☐ Deliverable 7, Other please specify_____
PROPOSED ACTIVITIES, TIMEFRAMES AND EXPECTED OUTCOMES	
For each deliverable chosen, applicants must describe, in adequate detail, the activities¹ the LHD will undertake to complete it, the corresponding timeframes for completion^{*1}, and expected outcomes². (The table below is provided to illustrate how this information is requested in the form; it is not representative of the level of detail required for each response.) <i>*As a reminder, the project timeframe will begin upon selection and execution of contract and end on May 31, 2014. Applicants should plan for deliverables to be completed in advance of this date.</i>	

Additional Guidance / Information

- All deliverables submitted to NACCHO as part of this initiative may be considered for posting on NACCHO's website or toolkit. If a document contains sensitive or confidential information, sites will have the opportunity to provide a de-identified version of the document.
- All selected LHDs will have the following additional deliverables added to their contractual scope of work as requirements for this project:
 - Complete an interim and/or final report using guidelines and templates provided by NACCHO documenting the development of deliverables, improvements gained, work with supported agencies and lessons learned throughout the project
 - Provide information, feedback, evaluations, and suggestions on project activities as requested via questionnaires and/or conversations with NACCHO and CDC staff and/or external evaluators
 - Designate one individual, and include funding for this individual's travel in the budget below, to attend the two-day Public Health Improvement Training (PHIT) in Atlanta, GA in Spring 2014.

Selected Deliverable	Provide a Narrative Description of the Activities ¹ the LHD Will Undertake to Complete the Selected Deliverable	Provide a General Timeline ¹ for Completion of Deliverable (by week or month)	Provide a Brief Description of the Expected Outcomes ² as a result of Completion of Deliverable	Provide a Brief Description of the Existing Resources that Support Work on the Deliverable
1				
2				
3, etc.				

¹ **Activities & Timeframe:** Activities are the specific tasks and work that the LHD will engage in to complete the chosen deliverable. There will likely be more than one activity listed per deliverable. Each activity should include an expected timeframe for completion.

² **Expected Outcomes:** Expected outcomes are what the LHD anticipates occurring as a result of conducting the activities and completing the deliverable, i.e., how the LHD will benefit from this work.

Describe how this funding and the work the LHD will undertake will result in measurable progress in accreditation readiness.	
Describe how this work will be sustained after the close of the ASI project.	

OVERALL PROPOSED BUDGET AND AMOUNT REQUESTED FOR ALL SELECTED DELIVERABLES

Applicants may request awards totaling **no more than \$40,000**. Below, please provide an estimated line item budget that illustrates the funding needed to produce the deliverables for this contract. Travel for PHIT attendance, a requirement of the project, must be included in the budget. If you are using funds to support up to 50% of PHAB fees, that amount will be automatically populated below.

Please note that the ASI awards will be granted as contracts for goods and services, paid in two equal installments upon receipt of deliverables. It is **not** a cost reimbursement award and selected sites will **not** be required to submit receipts for their expenses throughout the project. The purpose of the line item budget is to demonstrate that the applicant has considered what funding is needed to accomplish the work it has proposed and that the applicant plans to use funds appropriately. Per grant requirements, these award funds **may not** be used to: provide direct support to clients (e.g., delivery of patient care); purchase large equipment; **pay for food or beverages**; support ongoing general operating expenses or existing deficits, endowment or capital costs; or support lobbying of any kind.

(The online application will request a general breakdown of expected costs, within each line item.)

- Personnel:
- Travel for one individual to the Public Health Improvement Training in Atlanta, GA (Required):
- Travel (other):
- Supplies:
- Contractual costs (include type or name of potential contractor(s)):
- Other direct costs (include types):
- PHAB fees (if applicable—up to 50% of the total fee):
- Indirect costs:

TOTAL AMOUNT REQUESTED:	
Please list any additional in-kind contributions that will be made by the agency to support the work:	
The applicant has read and understands how award funds can and cannot be used.	☐ Yes ☐ No

ADDITIONAL CATEGORY-SPECIFIC QUESTIONS	
CATEGORY 1: PROGRESS TOWARDS PREPARING OR APPLYING FOR ACCREDITATION	
Describe what activities the LHD has undertaken related to preparing or applying for accreditation (e.g., completed the PHAB online orientation, formed accreditation team, reviewed PHAB Standards and Measures, etc.)	
NACCHO is exploring a peer-to-peer mentorship component to connect selected LHDs in this category with peers who are in the process of applying or who have received PHAB accreditation. Would you be interested in having access to a mentor?	☐ Yes ☐ No ☐ Unsure
CATEGORY 2: PROGRESS TOWARDS COMPLETING A COMMUNITY HEALTH IMPROVEMENT PROCESS	
Describe what activities the LHD has undertaken related to completing a community health improvement process	
Have the relevant staff members read and understood the corresponding PHAB Standards and Measures?	☐ Yes ☐ No
CATEGORY 3: PROGRESS TOWARDS DEVELOPING AND IMPLEMENTING AN AGENCY STRATEGIC PLAN	
Describe what activities the LHD has undertaken related to developing an agency strategic plan	
Have the relevant staff members read and understood the corresponding PHAB Standards and Measures?	☐ Yes ☐ No

CATEGORY 4: ESTABLISHING AND MONITORING A SYSTEM OF PERFORMANCE MANAGEMENT	
Describe what activities the LHD has undertaken related to establishing and monitoring a system of performance management	
Have the relevant staff members read and understood the corresponding PHAB Standards and Measures?	☐ Yes ☐ No
Does the LHD have a current agency strategic plan?	☐ Yes ☐ No
If yes, describe how the strategic plan supports the activities proposed for this category.	
If no, describe if the LHD has plans to develop an agency strategic plan and how it will address support of the activities proposed for this category.	
CATEGORY 5: BUILDING A CULTURE OF QUALITY IMPROVEMENT	
Describe the LHD's current efforts towards building a culture of quality improvement	
Describe how LHD leadership supports and is involved in building a culture of quality improvement	
Have the relevant staff members read and understood the corresponding PHAB Standards and Measures?	☐ Yes ☐ No
CATEGORY 6: WORKFORCE DEVELOPMENT	
Describe what activities the LHD has undertaken to ensure a trained and competent workforce	
Have the relevant staff members read and understood the corresponding PHAB Standards and Measures?	☐ Yes ☐ No

ADDITIONAL QUESTIONS

How did you hear about this funding opportunity

- ☐ NACCHO website
- ☐ accreditNATION e-newsletter
- ☐ Forwarded to me by a colleague
- ☐ Other, please describe: _____

accreditNATION is NACCHO's accreditation preparation and quality improvement e-newsletter. Through this e-newsletter the following are shared:

- Resources to prepare for accreditation and engage in quality improvement activities;
- Public Health Accreditation Board (PHAB) updates; and
- Opportunities to share and highlight your health department accreditation preparation efforts.

If you are not yet signed up, we encourage you to do so to stay apprised of the updates outlined above.

Visit: <http://www.naccho.org/topics/infrastructure/accreditation/Newsletter.cfm>

Applications due by 11:59 PM EDT on Wednesday, November 13, 2013

Categories of Work and Deliverables

The eligible categories of work and deliverables under which LHDs may apply are outlined below. Descriptions of these categories and potential types of activities are described in the RFA. As a reminder, the deliverable(s) chosen will be listed in the contract between selected sites and NACCHO, and payment will be remitted based upon successful submission of these and other project requirements.

For contextual purposes, categories include references to the most closely related domains within the PHAB Standards & Measures. However, it is understood that work in one or more of the categories may span across several PHAB domains indirectly, or in conjunction with other categories of work.

Category <i>(choose one)</i>	Deliverables to be completed through the ASI for submission to NACCHO <i>(choose one or more within selected category)</i>
1. Progress Towards Preparing or Applying for Accreditation (related PHAB Domain: Any)	1. A written self-study by the Accreditation Team against the PHAB Standards, Measures, and Required Documentation that details the LHD's strengths, opportunities for improvement, and plans for addressing gaps 2. Materials from staff and governing entity training(s) on the value of and LHD's process for achieving accreditation 3. Detailed written description of process to systematically review and revise department policies and procedures as needed, and evidence of implementation of this process 4. Detailed written description of process for identifying and reviewing documentation for PHAB, and evidence of implementation of this process 5. List of possible documentation for each of the PHAB measures, using PHAB's Documentation Selection Spreadsheet or like tool 6. Other deliverable related to Category 1: _____
2. Progress Towards Completing a Community Health Improvement Process (related PHAB Domains: 1 & 5)	1. Process for and results of assessing community partner engagement, and plan for action based on results 2. Detailed written plan for CHA data collection; analysis; and synthesis, and evidence of implementation of plan 3. Detailed written plan for communicating how the CHA and/or CHIP was distributed to partner organizations and the community at large, and how input was solicited 4. Detailed written plan for ongoing monitoring, refreshing and analyzing CHA data, particularly specific to populations/geographic areas where health inequities or poorer health outcomes were identified 5. Detailed written description of process for and results of CHIP action planning, including: setting community health priorities; developing goals, measurable objectives and improvement strategies; identifying performance measures with time-framed targets and individuals; identifying organizations that have responsibility for specific strategies; and creating a workplan for implementation. 6. Detailed written plan to monitor progress on implementation of community health improvement plan strategies in collaboration with broad participation from stakeholders and partners

	7. Completed CHA with all required components including: 1) use of data from various sources and results of data collection and analysis activities; 2) demographics of population, 3) description of health issues faced by population groups and factors that contribute to higher health risks/poorer health outcomes of populations; and 4) description of existing assets or resources. 8. Completed CHIP with all required components including: 1) desired outcomes of health improvement, priorities for action that consider health inequities, measurable objectives, improvement strategies, and performance measures with time-framed targets, 2) policy changes needed to address objectives, 3) individuals and organizations that have accepted responsibility for implementing strategies, and 4) consideration of alignment with state and national priorities. 9. Other deliverable related to Category 2: _____
3. Progress Towards Developing and Implementing an Agency Strategic Plan (related PHAB Domain: 5)	1. Detailed written description of strategic planning process used and membership of strategic planning group 2. Detailed written description of process for developing a vision, mission and guiding principles/values 3. Detailed written description of process for identifying agency strategic priorities, goals and objectives with measurable and time-framed targets 4. Detailed written description of process for and results of how LHD has 1) considered key support functions required for efficiency and effectiveness (e.g., enhancement of communication and branding policies) and 2) identified external trends, events, or factors that may impact community health or the health department 5. Detailed written description, materials and results of assessment process and analysis of the health departments strengths and weaknesses (e.g., SWOT analysis) 6. Completed agency strategic plan with all required components including: 1) mission, vision, and guiding principles/values; 2) strategic priorities; 3) measurable and time-framed goals and objectives; 4) identification of external trends, events or factors that may impact the LHD or community health; 5) consideration of key LHD support functions and capacity required for efficiency and effectiveness (e.g., for enhancement of communication and branding policies); 6) assessment of LHD strengths and weaknesses; and 7) link to CHIP or QI Plan, or description of how they will be linked in the future. 7. Other deliverable related to Category 3: _____
4. Establishing and Monitoring a System of Performance Management (related PHAB	1. Completed performance management self-assessment 2. Detailed written performance management plan including: leadership and staff roles and responsibilities; objectives and standards for measuring progress toward milestones; methods, tools, and processes for measuring, tracking, and reporting performance; and timelines for completion. 3. Performance management staff training including training goals and objectives, and documentation of training content such as PowerPoint presentation, a curriculum, evaluation results, etc. 4. Evidence of an adopted system of performance management including the agency's selected performance goals, standards, objectives, targets, and indicators. This should include an established mechanism for data collection, analysis, and reporting of performance progress such as performance dashboards, spreadsheets and narrative text.

Domain: 9)	5. Detailed written description of a formal process used to select and implement an information system to support performance management efforts, such as a requirements gathering process, and evidence of implementation of process. The process should detail how the agency examined its needs related to performance management; explored various information system options; considered various stakeholders; and accounted for financial considerations. 6. Other deliverable related to Category 4: _____
5. Building a Culture of Quality Improvement (related PHAB Domain: 9)	1. Detailed written description of assessment results for current QI culture and desired future state of quality in organization 2. Detailed written description and documentation of the LHD's QI governance structure 3. Detailed written description of process and criteria for identifying and initiating appropriate QI projects 4. Detailed written description of process for identifying performance goals, objectives, and measures with time-framed targets 5. Detailed written plan for collecting, analyzing, and tracking progress toward performance goals and making improvements as needed 6. Detailed written description of the LHD's plan for regularly communicating about QI activities in the department, and evidence of at least 3 of those mechanisms implemented 7. Completed QI plan with all required components including descriptions of: 1) key quality terms; 2) desired future state of quality; 3) key elements of the QI governance structure; 4) types of internal QI trainings available and conducted; 5) how projects are identified and initiated and aligned with agency strategic plan; 6) QI goals, objectives, measures with time-framed targets, and responsible parties; 7) plan for collecting, analyzing, and tracking progress toward performance goals and making improvements as needed; and 8) plan for regularly communicating about QI activities. 8. QI staff training including training goals and objectives, and documentation of training content such as PowerPoint presentations, a curriculum, evaluation results, etc. 9. Written or visual example of a completed QI project(s) in a program and/or administrative area 10. Other deliverable related to Category 5: _____
6. Workforce Development (related PHAB Domain: 8)	1. Detailed written plan for ensuring adoption of relevant public health core competencies among staff 2. Assessment(s) used to assess staff competencies against the adopted core competencies and detailed description of process for implementing assessment 3. Staff training plan based upon results of assessment, including training schedules and description of curricula topics, and how identified gaps in staff competencies will be addressed 4. Workforce development plan that includes all required components including: 1) adopted public health core competencies for staff; 2) assessment of staff competencies against adopted core competencies; 3) curricula and training schedules; and 4) identification of barriers and strategies for addressing them 5. Other deliverable related to Category 6: _____

NACCHO CONTRACT # 2 0 1 3 - _ _ _ _ _

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, and *[name of Contractor]* (hereinafter referred to as “Contractor”), with its principal place of business at *[mailing address of Contractor]*.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of the **CDC Accreditation Support Initiative: Capacity Building Assistance to Accelerate Accreditation Readiness (GRANT # (), (CFDA #)** as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on *date TBD* and shall continue in effect until *date TBD* unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor **\$TBD payable in two equal installments, the first (\$TBD) upon receipt of interim deliverable(s) (by date TBD) and the second (\$TBD) upon receipt of final deliverable(s) (by date TBD).** All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 15 days after the end of the Agreement (*date TBD*).

ARTICLE II: GENERAL PROVISIONS

1. **INDEPENDENT CONTRACTOR:** Contractor shall act as an independent contractor, and

Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
7. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in

writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Department of Health and Human Services.

8. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
9. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
10. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
11. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
12. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).

13. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
14. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
15. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
16. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
17. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to OMB Circular A-110, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
18. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to OMB Circular A-110, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
19. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to OMB Circular A-110, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
20. NOTICE: All notices, including invoices, required to be delivered to the other party

pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

Contract Specialist

National Association of County and City Health Officials

1100 17th Street, N.W., 7th Floor

Washington, D.C. 20036

Tel:

Fax:

Email:

FOR CONTRACTOR:

(Name and address of Contractor's Contract Officer or Designee, including telephone and fax.)

21. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NACCHO:

CONTRACTOR:

By: _____

By: _____

Name: Dawn P. Richardson

Name: _____

Title: Senior Director of Grants and Contracts

Title: _____

Date: _____

Date: _____

Federal Tax ID No: _____

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

During the term of this Agreement, Contractor agrees to:

Complete the following deliverables as identified in the project application by *date TBD*:

- TBD
- TBD

Complete the following deliverables required of all selected sites (*due dates TBD*):

- Interim project report (using template/guidance issued by NACCHO)
- Final project report (using template/guidance issued by NACCHO)
- Periodic evaluations as issued by NACCHO throughout the project
- *Other TBD*

AI-41372

Urban County 9. A.

CC REGULAR

Meeting Date: 11/05/2013

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 professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Precinct No.1 - Street Improvements funds.

Professional Service Firm	Grade	Ranked
LeFEVRE Environmental & Management Consultants	90.33%	
Hinojosa Engineering	89.67%	
R.E. Garcia Engineering	82%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm for a Urban County Program Year 26 (2013) Precinct No.1 - Street Improvements project.

BACKGROUND

The three professional engineering firms rated from the county's approved "pool" are: (1) LeFEVRE Environmental & Management Consultants, (2) Hinojosa Engineering, and (3) R. E. Garcia Engineering for Precinct No. 1 - Street Improvements - Project – Old La Blanca Road project.

Funds Available:

\$279,685.00

YR 26 (2013) Street Improvements

Attachments

Agenda Backup

Form Review

Inbox
Budget & Management
Purchasing Department

Reviewed By
Obdett Calzada
Monica Badillo

Date
10/22/2013 03:42 PM
11/01/2013 04:55 PM

Form Started By: Mary Flores

Started On: 10/22/2013 02:42 PM

Final Approval Date: 11/01/2013

Hidalgo County Precinct No. 1
Professional Engineering Services
Street Improvements Project (Old La Blanca Road
Years 26 (2013)
Grading-Ranking Grid

Criteria	LeFEVRE Environmental & Management Consultants			Hinojosa Engineering			R.E. Garcia Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	17	20	20	18	20	20	16	15	20
Experience of Project Team/Ability to Commit Resources	22	25	23	24	25	23	19	25	12
Methodology/Experience/Availability of Project manager	16	20	13	15	20	13	15	20	12
Understanding of Project/Similar Projects	20	22	25	18	21	25	19	20	25
Familiarity with Applicable Rules & Regulations	8	10	10	7	10	10	8	10	10
TOTALS	83	97	91	82	96	91	77	90	79
AVERAGES	271÷3=90.33%			269÷3=89.67%			246÷3=82%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➤ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 17
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	4
➤ Identifying the project composition, project leadership, reporting responsibilities	10	9
➤ Experience of engineering staff to completely and efficiently perform the work.	10	9
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points:		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	4
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➤ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		83

Firm/Participant's Name: Ka Fevre Environmental Management
 Evaluator: [Signature] Department: HCA P&A #1
 Project Name: Old La Blanca Road Date: 10-3-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Meets most criteria, but must improve in Responsiveness and other information</i>		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 10
Total Score		97

Firm/Participant's Name: LeFEVRE Environmental & Management Consultants

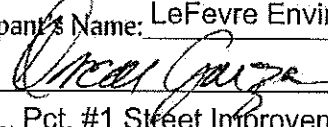
Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: 2013 Pct. 1 Street Improvements Date: 10/18/13

**EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, no appendix inserted		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	8
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: No appendix included; meets criteria with composition & reporting responsibilities		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Not clear with project composition & reporting responsibilities for proposed project and no appendix included		TOTAL 13
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		91

Firm/Participant's Name: LeFevre Environmental & Management Consultant

Evaluator:  Department: Purchasing Dept

Project Name: Pct. #1 Street Improvements Date: 10/10/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	6
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	8
➤ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	7
➤ Identifying the project composition, project leadership, reporting responsibilities	10	8
➤ Experience of engineering staff to completely and efficiently perform the work.	10	9
Comments/Rationale For Points:		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	4
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➤ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points:		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 7
Total Score		82

Firm/Participant's Name:

Hinojosa Engineering

Evaluator:

[Signature]

Department:

Pat #1

Project Name:

Old La Blanca Road

Date:

10-1-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Meets All criteria</i>		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	4
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➤ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: <i>Meets most criteria but must improve in responsiveness, information to be gathered and references</i>		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 10
Total Score		96

Firm/Participant's Name: Hinojosa Engineering

Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: 2013 Pct. 1 Street Improvements Date: 10/18/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, no appendix inserted		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	8
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: No appendix included; meets criteria with composition & reporting responsibilities		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Not clear with project composition & reporting responsibilities for proposed project and no appendix included		TOTAL 13
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		91

Firm/Participant's Name: Hinojosa Engineering

Evaluator: _____ Department: Purchasing Dept

Project Name: Pct. #1 Street Improvements Date: 10/10/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➤ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	3
➤ Identifying the project composition, project leadership, reporting responsibilities	10	8
➤ Experience of engineering staff to completely and efficiently perform the work.	10	8
Comments/Rationale For Points:		TOTAL 19
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	4
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➤ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		77

Firm/Participant's Name: JR E Garcia

Evaluator: [Signature]

Department: Pct. 1

Project Name: Old La Blanca Road

Date: 10-3-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: <i>Did not include organizational chart</i>		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Needs to provide more information overall and RFQ responses are not clear or well organized</i>		TOTAL 30
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 10
Total Score		90

Firm/Participant's Name: R. E. Garcia Engineering

Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: 2013 Pct. 1 Street Improvements Date: 10/16/13

**EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV**

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	2
➤ Identifying the project composition, project leadership, reporting responsibilities	10	5
➤ Experience of engineering staff to completely and efficiently perform the work.	10	5
Comments/Rationale For Points: No appendix form included as required; not clear with project composition and reporting responsibilities for proposed project		TOTAL 12
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	2
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Firm meets Criteria and has performed various projects with Hidalgo County, no appendix included as required in SOQ		TOTAL 12
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm is familiar with Rules & Regulations meets criteria		TOTAL 10
Total Score		79

Firm/Participant's Name: R.E. GARCIA & ASSOCIATES

Evaluator: *Ornel Galgo* Department: Purchasing Dept

Project Name: Pct. #1 Street Improvements Date: 10/10/13

AI-41374

Urban County 9. B.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Monica Leal

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase tables and chairs for the children's area at the Library. Purchase will be made from Library Interiors of Texas (contract # 414-12) an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase is \$6,775.44 (quote attached) for the Mercedes Library funded thru FY 26 (2013) Mercedes – Public Service (general) line item.

BACKGROUND

The tables and chairs purchased will be utilized at the Mercedes Library children's area. See attached quote.

Vendor: Library Interiors of Texas
Purchase Amount: \$ 6,775.44
Funds Available: \$12,000.00 FY 26 (2013) Public Service (general)

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/22/2013 03:42 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Mary Flores		Started On: 10/22/2013 02:53 PM
	Final Approval Date: 11/01/2013	



gy

MEMO

TO: Monica Leal, UCP Coordinator

FROM: Olga Rosas, Grants/Fixed Assets Coord. *OR*

DATE: October 7, 2013

RE: Public Services (General) – Dr. Hector P. Garcia Memorial Library

Attached please find a Price Proposal Form, Quote, Buy Board sheet reflecting discount under contract, Price List and Vendor Contract Information for Library Interiors of Texas, LLC for the purchase of tables and chairs. The items to be purchased through this contract will be utilizing the UC City funds. Please review and if everything is in order please approve for purchase.

Should you have any questions or require further documentation, please contact me at (956) 565-3114, Ext. 129.

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Person Contacted: Trevor Taylor
Contract #: 414-12 Phone: 1-888-689-5489

Recommendation	The City recommends purchase of the tables and chairs for the Children's area at the Library from Library Interiors of Texas.

UCP Deputy [Signature] 10/31/13
(USE BLUE INK) Date

Quote No. Q1650-B

LIBRARY INTERIORS OF TEXAS, LLC

401 Congress Avenue, Suite 1540

Austin, TX, 78701

P: 888-689-5489 (LTX)

F: 888-690-5489 (LTX)

Issued By: Trevor Taylor - ttaylor@ltx.com

Library Interiors - TX Project ID: Q1650-B

Date: 9/9/2013

Vendor Contract #: 414-12



LIBRARY INTERIORS OF TEXAS
 Bill to: Dr. Hector P. Garcia Memorial Library
 434 South Ohio
 Mercedes, Texas 78570
 Contact: Marisol Vidales
 Phone: 956-565-2371
 email: mvidales@cityofmercedes.net

LIBRARY INTERIORS OF TEXAS
 Ship-to: Dr. Hector P. Garcia Memorial Library
 434 South Ohio
 Mercedes, Texas 78570
 Contact: Marisol Vidales
 Phone: 956-565-2371
 email: mvidales@cityofmercedes.net

State of Texas - BuyBoard Contract #414-12: School, Office, Science, Library & Dormitory Furniture

Item	Colors/Finishes	Quantity	Part #	Description	Unit List	Ext List	Disc	Net Each	Ext Net
Item 1									
	Tops - Maple with Black Edge	4	ZNT-25H-36D	Fresh Coast Zoon Table 36" dia x 25" high. Laminate top	845.00	3,380.00	26%	625.30	2,501.20
	Frames - Black			with soft edge on steel legs					
	Feet - Black								
Item 2									
	Shells - Maple	16	ZNS-SH16-11-4	Fresh Coast Zoon Chair 16" seat height. Maple seat with	361.00	5,776.00	26%	267.14	4,274.24
	Frames - Black			steel legs. Grade 1 cutouts (Safari - any combination)					
	Feet - Black								

Total supplied and delivered to Zip 78570: 6,775.44



WBE Certified





Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome Olga [Log Off]

[Administration](#)

[RFQ](#)

[Reports](#)

[Shopping Cart](#)

[Help](#)

Search Results

Search:

library furniture

Show 25 results

Narrow Results:

- ☒ All
☐ Vendor Discounts Only
☐ Catalog Pricing Only

Refine Your Search:

[Vendors](#)

None Selected

[Price Range](#)

Show all prices

[Category](#)

None Selected

[Contract](#)

None selected

Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

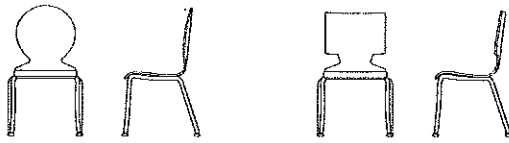
[Instructional Materials](#)

[Additional Resources](#)

Vendor	Description	Price
Library Interiors of Texas, LLC [MWBE]	8% Discount Off Kingsley pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	42% Discount Off Tennsco/Estey pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	37% Discount Off Gressco pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	36% Discount Off Esquitino pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	36% Discount Off American pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	28% Discount Off Paladin pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	26% Discount Off Palmieri pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	26% Discount Off Lowenstein Contract pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	26% Discount Off Izzy Furniture pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	26% Discount Off Fresh Coast pricelist for Library Furniture	
Extended Product Information		
Reference Number:	DWG11812	
Full Description:	26% Discount Off Fresh Coast pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	26% Discount Off Bold Furniture pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	26% Discount Off Artopex pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	25% Discount Off P2 Workspace pricelist for Library Furniture	Prici
Library Interiors of Texas, LLC [MWBE]	23% Discount Off Grafcop pricelist for Library Furniture	
Library Interiors of Texas, LLC [MWBE]	20% Discount Off T2 Brand pricelist for Library Furniture	Prici
Lakeshore Learning	5% Discount Off Lakeshore Learning Materials catalog for Library Furniture	
Lakeshore Learning	5% Discount Off Lakeshore Elementary catalog for Library Furniture	
J & S Equipment Company	40% Discount Off TESCO pricelist for Library Furniture	
izzypius	57% Discount Off Izzy pricelist for Library Furniture	Prici
izzypius	57% Discount Off Harter pricelist for Library Furniture	Prici

ZNT8

steel four leg base

**zoon children's side chair**

model

plain shell
list priceshell art
grade 1
list priceshell art
grade 2
list price**12 inch seat height**

ZNC

wood face

\$277

311

338

steel four leg base

ZNCU

wood face with upholstered seat pad

\$357

391

418

ROUND W 17.25 D 16.25 H 26.25

SQUARE W 17.25 D 16.25 H 24.75

COM yardage: ½ yd. Contact Fresh Coast for yardage requirements on textiles with repeats.

14 inch seat height

ZNC

wood face

\$298

332

359

steel four leg base

ZNCU

wood face with upholstered seat pad

\$378

412

439

ROUND W 17.5 D 16.5 H 28.25

SQUARE W 17.5 D 16.5 H 26.75

COM yardage: ½ yd. Contact Fresh Coast for yardage requirements on textiles with repeats.

16 inch seat height

ZNC

wood face

\$327

361

388

steel four leg base

ZNCU

wood face with upholstered seat pad

\$407

441

468

ROUND W 17.75 D 16.75 H 30.25

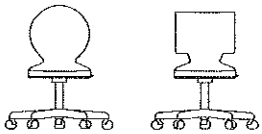
SQUARE W 17.75 D 16.75 H 28.75

COM yardage: ½ yd. Contact Fresh Coast for yardage requirements on textiles with repeats.

zoon children's task chair

design fresh coast design group

task base

**zoon children's task chair**

model

plain shell
list priceshell art
grade 1
list priceshell art
grade 2
list price**13"-16" adjustable seat height**

ZNC

wood face

\$379

413

440

ROUND W 22 D 22 H 27.25-30.25

ZNCU

wood face with upholstered seat pad

\$459

493

520

SQUARE W 22 D 22 H 25.75-28.75

COM yardage: ½ yd. Contact Fresh Coast for yardage requirements on textiles with repeats.

to specify: please refer to pages 3-4 for complete specifying information. Specify all products by their product code.

pricing effective: 01/10/13

ZNC5



Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Olga** [[Log Off](#)]

[Administration](#)

[RFQ](#)

[Reports](#)

[Shopping Cart](#)

[Help](#)

Vendor Contract Information

[Proposal Document](#)

[Back](#)

Search:

- ☒ All
☐ Vendor Discounts Only
☐ Catalog Pricing Only

Refine Your Search:

Vendors

Library Interiors of Texas, LLC[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

[Instructional Materials](#)

[Additional Resources](#)

Vendor Name: Library Interiors of Texas, LLC

Address: 701 Bluebonnet Lane
Temple, TX 76502

Phone Number: (254) 654-2439

Alternate Phone Number: (512) 921-8497

Email: Dave@LI-TX.Com

Federal ID: 26-0684851

Contact: David Gaskins

Accepts RFQs: Yes

Minority Owned Vendor: No

Women Owned Vendor: Yes

Contract Name: School, Office, Science, Library & Dormitory Furniture

Contract#: 414-12

Effective Date: 04/01/2013

Expiration Date: 03/31/2016

Payment Terms: Net 30 days

Delivery Days: 30

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Quote Reference Number: DWG11812

Return Policy: 25% restocking fee if new, unused & non-custom design or color

Additional Dealers: Austin TX

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Contact us 800-695-2919

AI-41384

Urban County 9. C.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Irene Montoya

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (2) Units in the City of Edcouch, (1) unit in the City of Mercedes and (1) unit in the City of San Juan in the amount of \$170,760.00 to 3 General Construction Inc.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on July 30, 2013 and September 3 & 24, 2013. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, October 16, 2013.

FY'11 Rehab Prog.

Funds Available: \$265,664.59

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By Steve Crain

Date: June 19, 2013

Attachments

Agenda backup

Agenda backup

Agenda backup

Agenda backup

L. Gomez plans

L. Lopez plans

R Garcia plans

T. Gomez Plans

ins.

Bid Tab

Form Review

Inbox
Budget & Management

Reviewed By
Obdett Calzada

Date
10/23/2013 04:50 PM

Purchasing Department

Monica Badillo

11/01/2013 04:55 PM

Form Started By: Mary Flores

Started On: 10/23/2013 10:12 AM

Final Approval Date: 11/01/2013

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **November 5, 2013**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: Luisa M. Gomez

BORROWER'S ADDRESS:

207 W. Missouri
Edcouch, Texas 78538

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: Joel Garza, 3 General Construction, Inc.

CONTRACTOR'S ADDRESS:

3200 E. Jude Ave.,
Alton, Texas 78573

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **\$42,690.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **\$42,690.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **\$42,690.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

- a. may not be assigned by Owner or Contractor without the prior written consent of County;
- b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;
- c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and
- d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

Luisa M. Gomez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political
subdivision of the State of Texas

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

(Contractor's Printed Name) **Joel Garza**

By: **Joel Garza**
Its: **Owner of 3 General Construction, Inc.,**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____,
by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political
subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 5th day of November 2013, by
Luisa M. Gomez.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____,
by **Joel Garza, Owner** of the **3 General Construction, Inc.,** a **Contractor of the State of Texas,**
on behalf of said **Hidalgo County.**

NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO **JOEL GARZA, 3 GENERAL CONSTRUCTION INC., AT 3200 E. JUDE AVE., ALTON, TEXAS 78573 NOT LATER THAN MIDNIGHT OF **NOVEMBER 8, 2013.****

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

Luisa M. Gomez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 4 & 5 Block 2 of the Original Townsite of Edcouch, Hidalgo County Texas.

**EXHIBIT “B”
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET**

**EXHIBIT “C”
SPECIAL CONDITIONS**

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **November 5, 2013**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Lydia Lopez**

BORROWER'S ADDRESS:

708 W. Ebony St.
San Juan, TX 78589

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: **Joel Garza, 3 General Construction, Inc.**

CONTRACTOR'S ADDRESS:

3200 E. Jude Ave.,
Alton, Texas 78573

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **\$42,690.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **\$42,690.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **\$42,690.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

- a. may not be assigned by Owner or Contractor without the prior written consent of County;
- b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;
- c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and
- d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

Lydia Lopez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political
subdivision of the State of Texas

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

(Contractor's Printed Name) **Joel Garza**

By: **Joel Garza**
Its: **Owner of 3 General Construction, Inc.,**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____,
by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political
subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **November 2013**, by
Lydia Lopez.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____,
by **Joel Garza, Owner** of the **3 General Construction, Inc.**, a **Contractor of the State of Texas**,
on behalf of said **Hidalgo County**.

NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO **JOEL GARZA, 3 GENERAL CONSTRUCTION INC., AT 3200 E. JUDE AVE., ALTON, TEXAS 78573 NOT LATER THAN MIDNIGHT OF **NOVEMBER 8, 2013.****

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

Lydia Lopez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 15 Ebony Subdivision adjacent to the City of San Juan, Hidalgo County Texas.

**EXHIBIT “B”
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET**

**EXHIBIT “C”
SPECIAL CONDITIONS**

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **November 5, 2013**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: Ruben & Gloria Garcia

BORROWER'S ADDRESS:

935 N. Washington Ave.
Mercedes, TX 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: Joel Garza, 3 General Construction, Inc.

CONTRACTOR'S ADDRESS:

3200 E. Jude Ave.,
Alton, Texas 78573

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **\$42,690.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **\$42,690.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **\$42,690.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

- a. may not be assigned by Owner or Contractor without the prior written consent of County;
- b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;
- c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and
- d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

Ruben Garcia

Gloria Garcia

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political
subdivision of the State of Texas

By: Diana R. Serna
Its: Director of Urban County Program

CONTRACTOR:

(Contractor's Printed Name) **Joel Garza**

By: Joel Garza
Its: Owner of 3 General Construction, Inc.,

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____,
by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political
subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 5th day of November 2013, by
Ruben Garcia.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 5th day of November 2013, by
Gloria Garcia.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____,
by Joel Garza, Owner of the 3 General Construction, Inc., a Contractor of the State of Texas,
on behalf of said Hidalgo County.

NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO **JOEL GARZA, 3 GENERAL CONSTRUCTION INC., AT 3200 E. JUDE AVE., ALTON, TEXAS 78573 NOT LATER THAN MIDNIGHT OF **NOVEMBER 8, 2013.****

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

Ruben Garcia

Gloria Garcia

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 18 Block 5, Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas.

**EXHIBIT “B”
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET**

**EXHIBIT “C”
SPECIAL CONDITIONS**

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **November 5, 2013**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Teodoro Gomez Jr.**

BORROWER'S ADDRESS:

216 W. Mile 17 Rd N.
Edcouch, Texas 78538

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: **Joel Garza, 3 General Construction, Inc.**

CONTRACTOR'S ADDRESS:

3200 E. Jude Ave.,
Alton, Texas 78573

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **\$42,690.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **\$42,690.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **\$42,690.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

- a. may not be assigned by Owner or Contractor without the prior written consent of County;
- b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;
- c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and
- d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

Teodoro Gomez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political
subdivision of the State of Texas

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

(Contractor's Printed Name) **Joel Garza**

By: **Joel Garza**
Its: **Owner of 3 General Construction, Inc.,**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____,
by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political
subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 5th day of November 2013, by
Teodoro Gomez.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____,
by **Joel Garza, Owner** of the **3 General Construction, Inc.**, a **Contractor of the State of Texas**,
on behalf of said **Hidalgo County**.

NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO **JOEL GARZA, 3 GENERAL CONSTRUCTION INC., AT 3200 E. JUDE AVE., ALTON, TEXAS 78573 NOT LATER THAN MIDNIGHT OF **NOVEMBER 8, 2013.****

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

Teodoro Gomez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

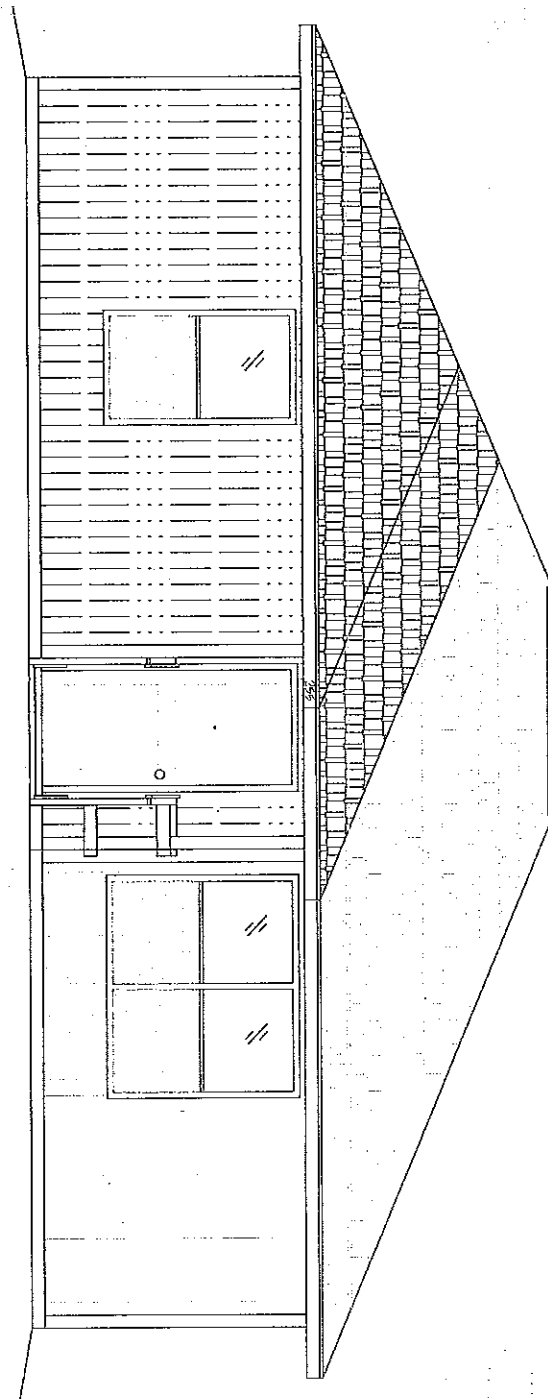
A tract of land Thirty (30) feet East and West by One Hundred Fifty (150) feet North and South having for its Northwest corner of Lot Seven (7), Cynthia Lee Ford Subdivision, City of Edcouch, Hidalgo County Texas.

**EXHIBIT “B”
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET**

**EXHIBIT “C”
SPECIAL CONDITIONS**

None.

GOMEZ RESIDENCE



LUISA GOMEZ
207 MISSOURI AVE, EDCOUCH
(956) 262-1579

URBAN COUNTY PROGRAM
1916 TESORO BLVD,
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

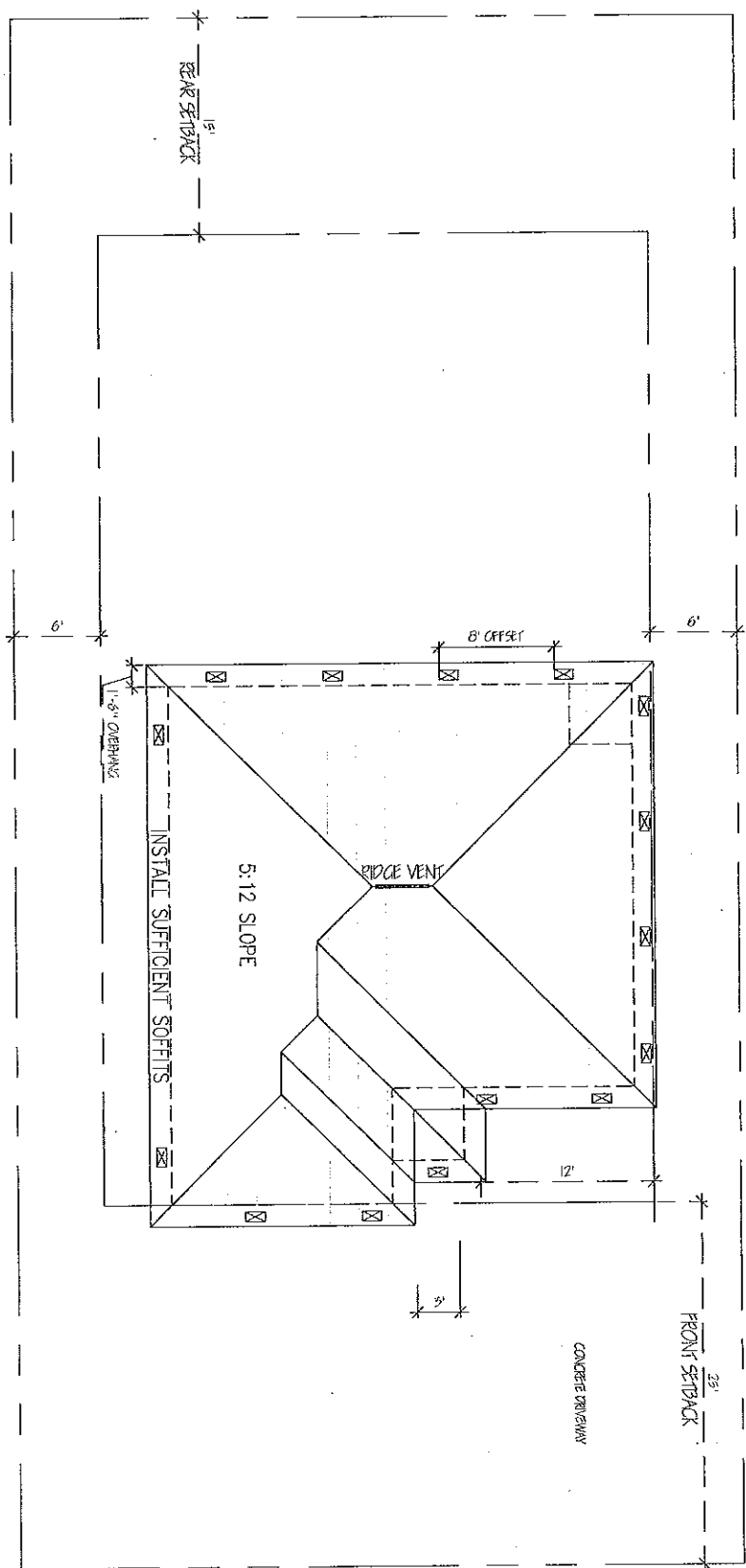
LUISA GOMEZ
207 MISSOURI ST, EDCOUCH, TX

1037 SQ. FT.

X 120'

ORIGINAL TOWNSITE OF EDCOLCH LOTS 4 & 5 BLK 2.

50'

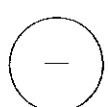


NOTE:

Please verify with city/ county on setbacks and for any requirements regarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. Install both a ramp, steps and railings as per owner's request of location. In addition, remember to replace septic tank if needed and is more than 10 yrs old. House to be built on original location.

Driveway to be 12' X 25' minimum, remain distance is to street if any, is to be of asphalt, caliche or concrete.



ROOF / PLOT PLAN

YEAR

SCALE: 1" = 1'-0"

120'

X 50'

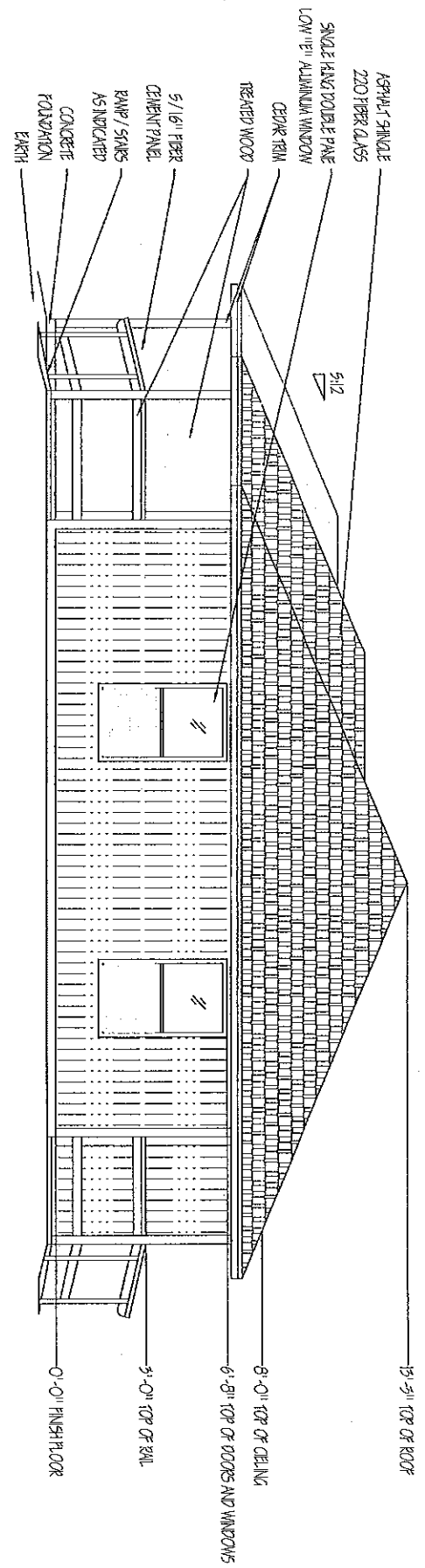
MISSOURI AVE.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

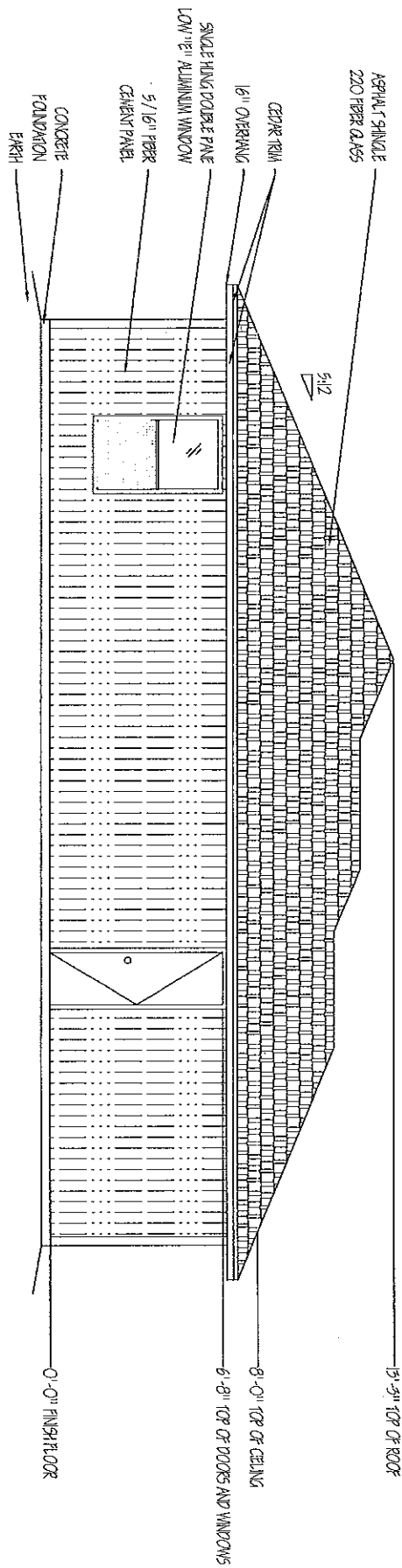
LUIA GOMEZ
207 MISSOURI ST. EDCOLCH, TX

TOTAL AREA
1037 50. FT.





RIGHT ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LUISA GOMEZ
207 MISSOURI ST. EDDOUGH, TX

TOTAL AREA
1037 SQ. FT.

SPECIFICATIONS

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL
OWNER (S) Melquiades Zepeda CASE NO.: ME 50-11-05 DATE: ADDRESS: 1011 Tangerine Ave, Mercedes, TX PHONE: 956-262-3112 BY: ERIC TREVIÑO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, PROVIDE CONCRETE SLAB FOR AC UNIT & A MIN. OF 1' X 25' DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:
 > WATER SUPPLY TO HOUSE SHALL HAVE A 1/2" CUTOFF VALVE BEFORE ENTRY TO HOUSE
 > INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW NEW PEX PIPES AND FITTINGS.
 > OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
 > OF APPROPRIATE DIAMETER FOR DWY (DRAIN, WASTE, AND VENTS).
 > SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.
 ALL PLUMBING FINISH SHALL BE AS FOLLOWS:
 > RELATED PLUMBING ITEMS:
 • (2) EXTERIOR HOSE BRASS BIB FAUCETS.
 • 1/2" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.
 • PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
 • ALL OTHER RELATED PLUMBING (SEE SPECS)
 FIXTURES: (SEE SPECS)
 • KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
 • PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
 • TOILET OF MATCHING COLOR
 • SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
 • SHOWER FAUCETS & REMOVABLE SHOWER HEAD
 • MEDICINE CABINET(S) TOWEL RACK(S) T.P. DISPENSER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
 • WATER HEATER INSTALLED AS PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)
 OTHER RELATED ITEMS
 • RANGE CONNECTIONS AS PER OWNERS REQUEST (SEE SECTION 23)
 • 4" DRYER EXHAUST VENT.
 • IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION, TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:
 > 2x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
 • DOUBLE TOP PLATES
 • 92.66" PRE-CUT STUDS @ 16" O.C.
 • WINDOW SILL
 • CEILING JOIST CHAIN BLOCKING @ 49" O.C.
 • 2x6" (#2 OR BETTER) FOR USE IN:
 • WINDOW & DOOR HEADERS WITH 1" X 2" SPACER

• CEILING JOIST @ 24" O.C. FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
 • INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
 ALL EXTERIOR CEILING COVERINGS:
 • 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.
 ALL INTERIOR WALL & CEILING COVERINGS:
 • 1/2" SHEETROCK FINISHED AS PER SPECS.
 • 1/2" DAMP RESISTANT SHEETROCK FOR BATH AREAS.
 ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
 ALL INTERIOR WALL SURFACES SHALL HAVE ORANGE PEEL TEXTURE.
 ALL EXTERIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF (SLOPE=5/12)

ROOF SHALL HAVE:
 • A HIRGABLE STYLE ROOF WITH 16" OVERHANGS.
 • A HIRGABLE STYLE FRONT PORCH AS PER PLANS.
 • PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
 • AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
 • ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
 • SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
 • A FRONT PORCH FLOOR.
 • A SIDE/BACK PORCH FLOOR.
 • PROVIDE RAMP & (2) HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:
 > ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
 > INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
 > ALL PERIMETER WALLS WITH R-15 F.G. BATT.
 > ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
 ALL PAINT SHALL BE APPLIED AS PER SPECS (2 COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100 (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW E DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
 > A KITCHEN CABINET.
 > A KITCHEN BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.
 BUILD AND/OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY SINK AND WALLS. ALL CABINETS PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VOT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:
 > PROVIDE RANGE OUTLET AS PER OWNERS REQUEST.
 > PROVIDE APPROPRIATE WASHER & DRYER CONNECTION. (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER BRAND". THE CONTRACTOR SHALL ALLOW \$120.00 FOR MATERIAL & LABOR, LOCATION AS PER OWNER REQUEST.
 > INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
 > EACH ELECTRICAL PANEL OR BREAKERBOX LIGHT SWITCH & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
 > EACH ELECTRICAL PLUG TO BE 18" ABOVE THE FLOOR.
 > ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI.

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNERS RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH AND SOAP HOLDER)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12' X 25' DRIVEWAY AND STEPS WITH HANDRAILS
 BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRE IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

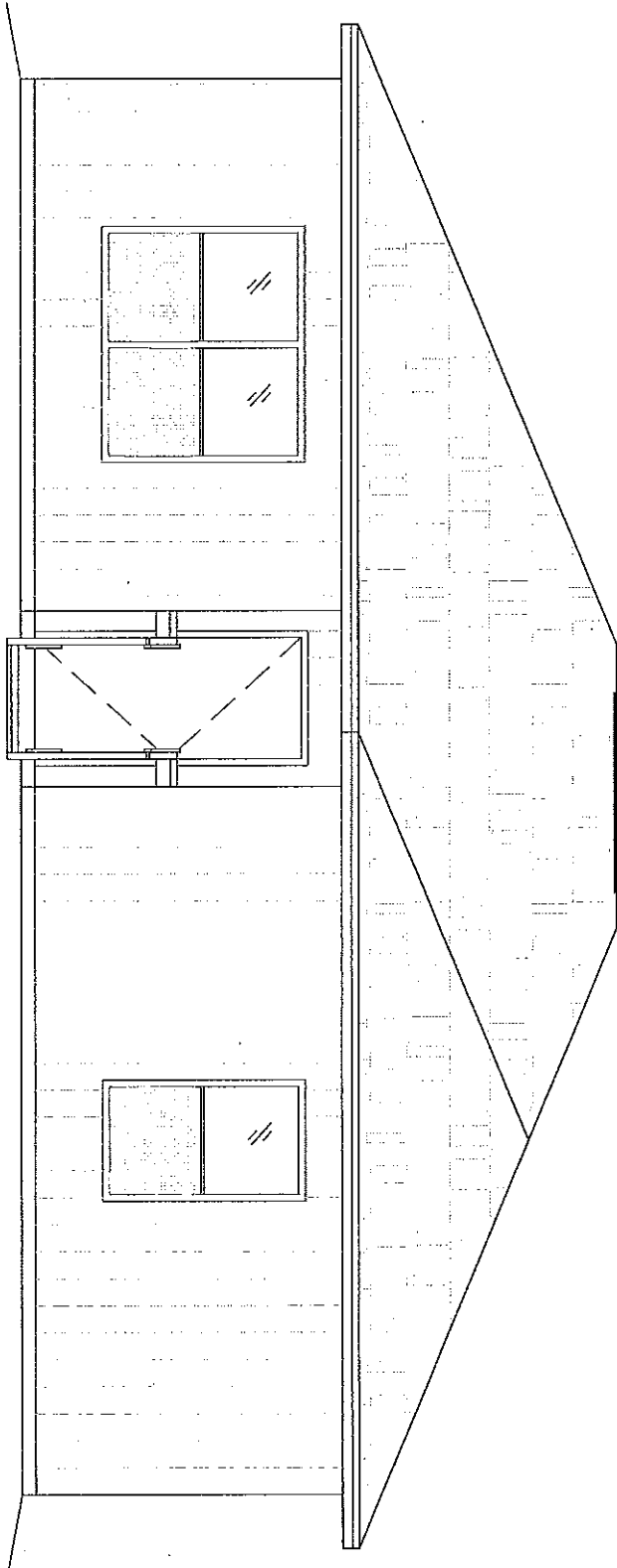
> YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
 > YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
 > THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE. THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
 > PROVIDE 6" OF LANDSCAPE SOIL AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
 > PROVIDING THE APPROPRIATE ELECTRICAL AND/OR GAS CONNECTIONS FOR RANGE AS PER APPLICANTS REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
 > PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY ROOM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
 > PROVIDE TERNITE PRE-TREATMENT TO ENTIRE HOUSE. GET RAINING, DISPLAVING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
 > ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTNING PERMITS.
 > MINIMUM 12-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
 > ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTORS GENERAL SPECIFICATIONS MANUAL.
 > PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE.
 > CONTRACTOR IS RESPONSIBLE FOR SUPPLYING POST A POTTY THROUGHOUT CONSTRUCTION PROCESS (Items to final inspection)
 > SHOWER ENTRANCES TO BE 36" WIDE
 > ALL UGP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514
 > THE HOMEOWNER SHALL BE RESPONSIBLE FOR REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, ABANDONED VEHICLES, OLD LUMBER, ETC.
 > MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

NAME OF APPLICANT

NAME OF CO-APPLICANT

LOPEZ RESIDENCE



LYDIA S. LOPEZ
708 EBONY ST-SAN JUAN
956-475-4742

URBAN COUNTY PROGRAM
3304 W. ALBERTA-EDINBURG
(956) 787-8127

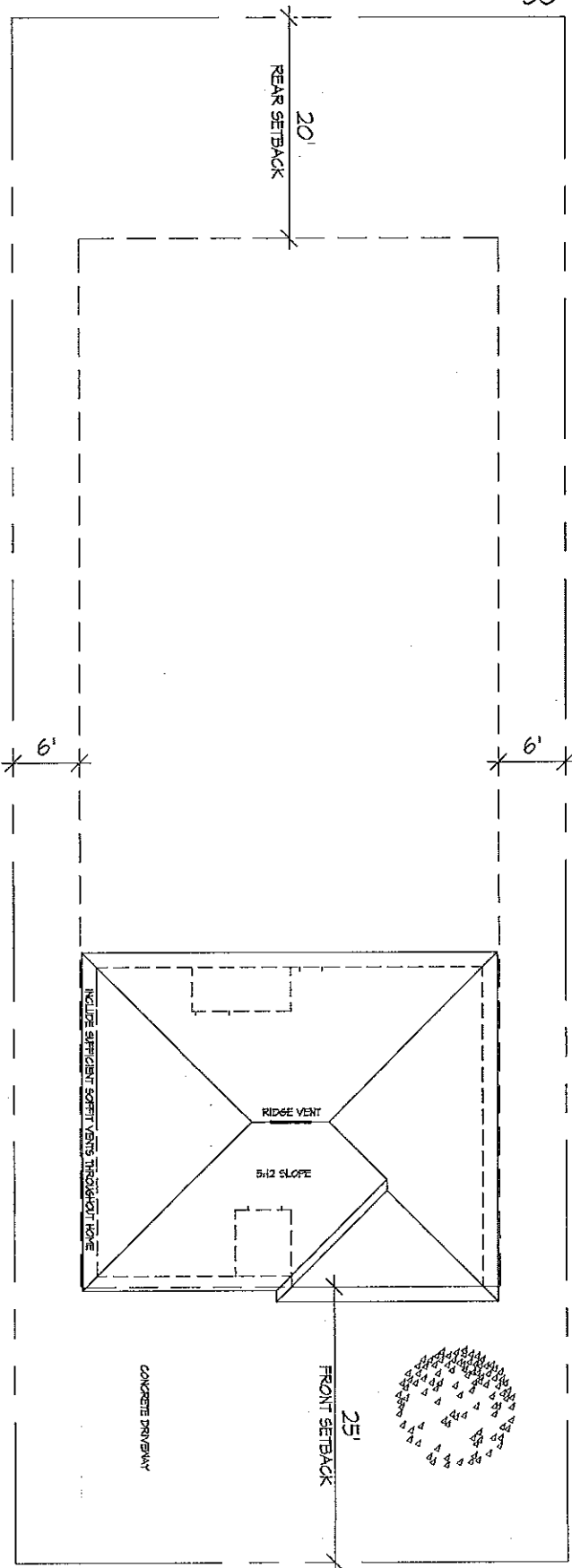
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LYDIA S. LOPEZ
708 EBONY ST- SAN JUAN, TX

TOTAL AREA
998 SQ. FT.

50' X 140'

EBONY LOT 15



NOTE:

Please verify with city/county on setbacks and for any requirements regarding sidewalk, driveway, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

1

XREF

SCALE: N.T.S.

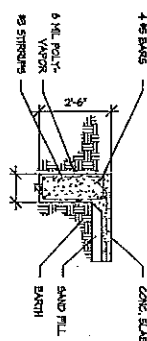
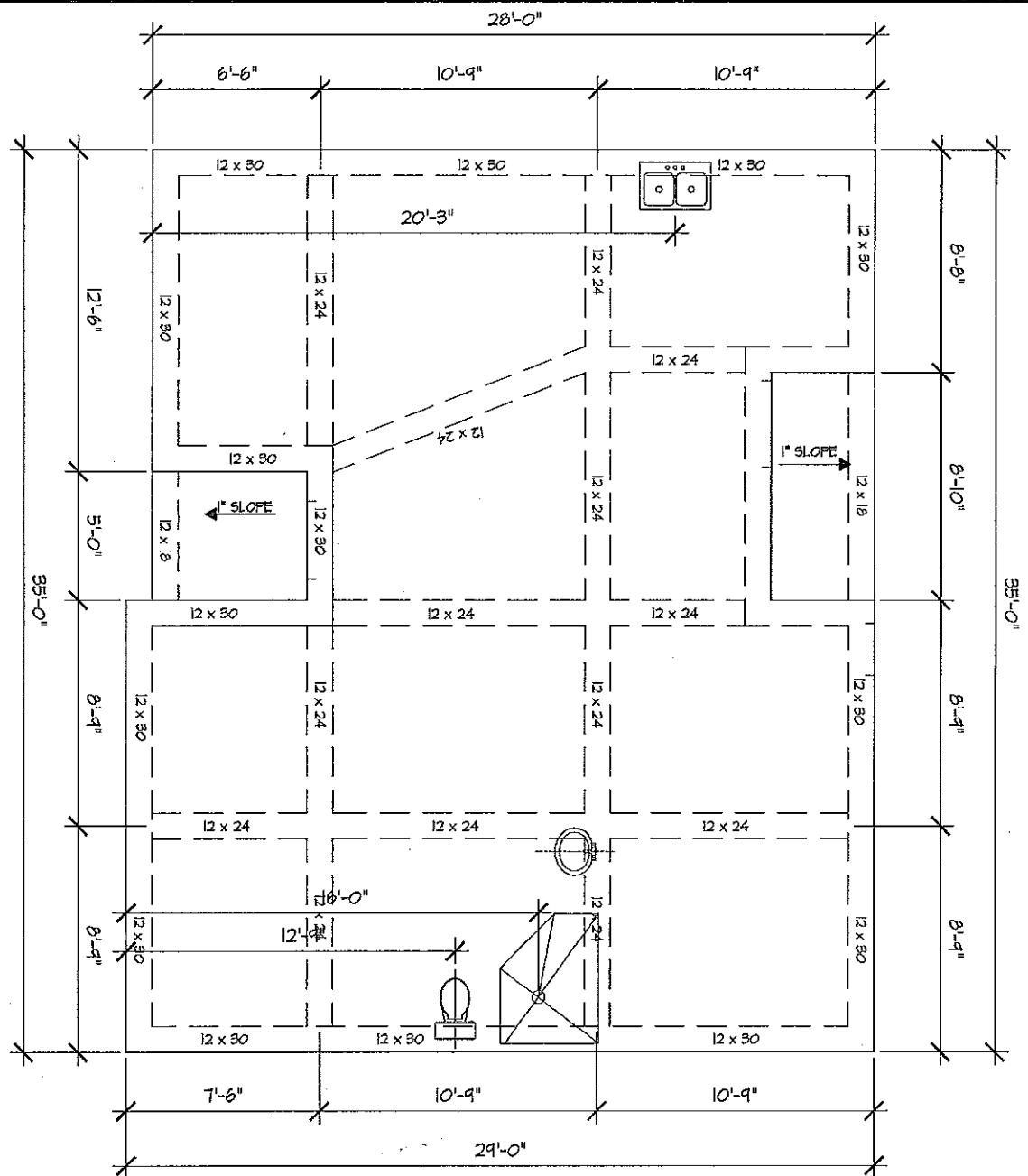
ROOF/PLOT PLAN

708 EBONY ST.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

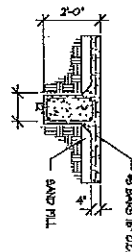
LYDIA S. LOPEZ
708 EBONY ST- SAN JUAN, TX

LIVING AREA
998 SQ. FT.



A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"x30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STRIPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"x24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STRIPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

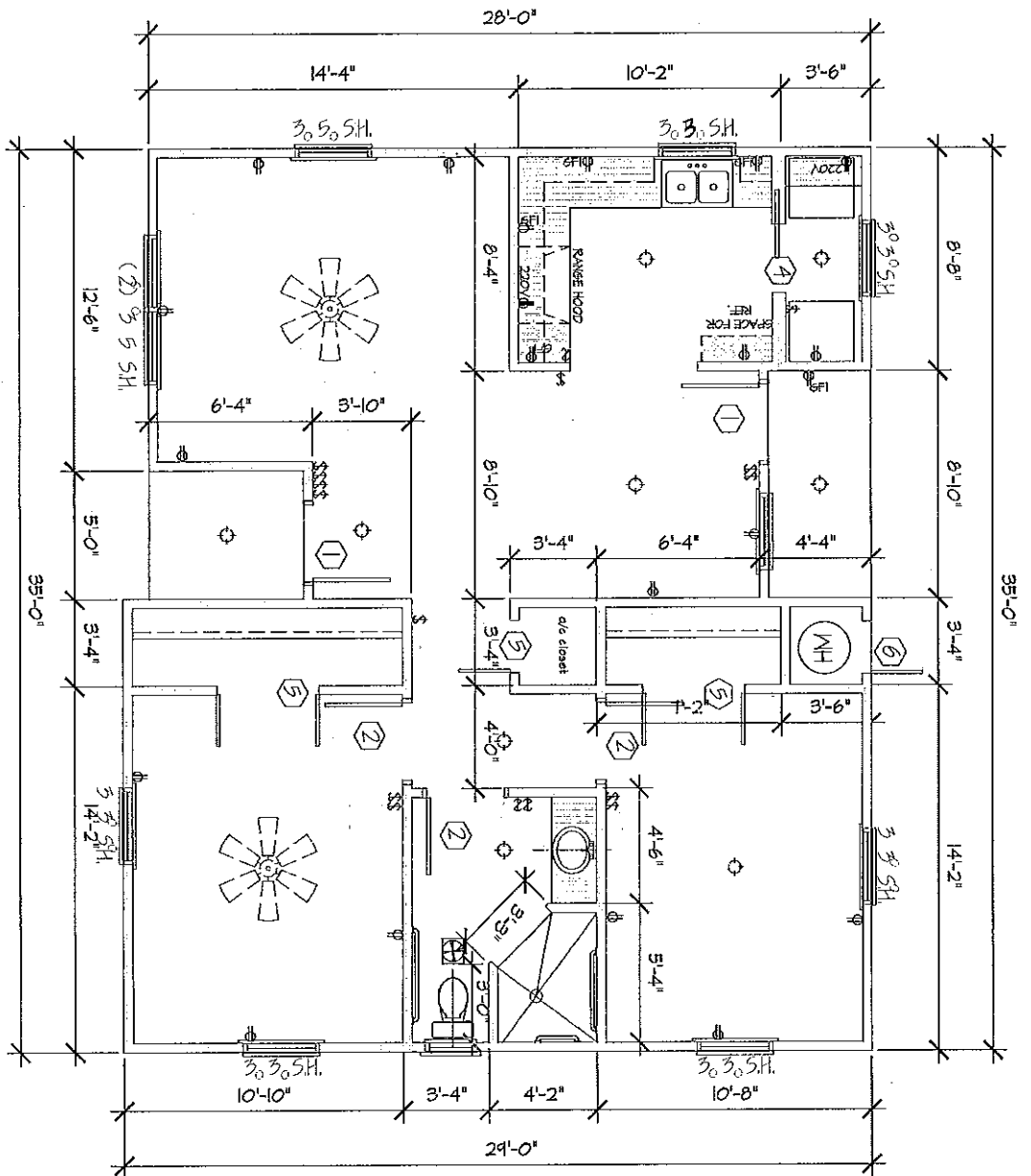
GENERAL NOTES

- 4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISCOSURE OVER APPROVED COMPACTED FILL
- EXTERIOR BEAMS TO BE 12"x30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STRIPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.
- INTERIOR BEAMS TO BE 12"x24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STRIPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.
- CORNER BARS, AT ALL CORNERS & INTERSECTIONS 2"x2" - #5 APPLY 6x6 #5 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
- INSTALL ANCHOR BOLTS AT PERIMETER AT 4' O.C.
- USE ONLY COMPACTED SELECTED FILL. DIRT, FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LYDIA S. LOPEZ
708 EBONY ST- SAN JUAN, TX

TOTAL AREA
998 SQ. FT.



* As per owners request, the kitchen sink was shifted over to make room for future placement of dishwasher.

John J. Lopez

SQUARE FOOTAGE	
LIVING AREA	998
PORCH/PATIO	65
TOTAL SQ. FT.	998

ELECTRICAL LEGEND	
⊕	WATER HEATER
⊙	LIGHT FIXTURE
⊕	DUPLEX ELECTRICAL RECEPT. \$ LIGHT SWITCH
⊕	ELECTRICAL RECEPTACLE
⊕	THERMOSTAT
⊕	GROUND FAULT
⊕	CIRCUIT INTERRUPTER
⊕	SMOKE DETECTOR
⊕	BATHROOM EXHAUST FAN

DOOR SCHEDULE			
DR#	TASK	SIZE	TYPE
1	INSTALL NEW UNIT	30	METAL W/ LON
2	INSTALL NEW UNIT	30	HOLLOW CORE
3	INSTALL NEW UNIT	28	HOLLOW CORE
4	INSTALL NEW UNIT	28	POCKET DOOR
5	INSTALL NEW UNIT	20	HOLLOW CORE
6	INSTALL NEW UNIT	20	HOLLOW METAL

GENERAL NOTES

- 5/12 SLOPE WITH 16" OVERHANG
- SUPPLY RIDGE/SOFT VENTS WHERE NEEDED
- INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR
- INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR
- CLIENT IS REQUESTING CONNECTIONS FOR A GAS ELECTRIC STOVE
- INSTALL A MIN OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.
- EXTERIOR COLOR CHOICES TO BE OR MATCH.

INTERIOR COLOR CHOICES TO BE OR MATCH:

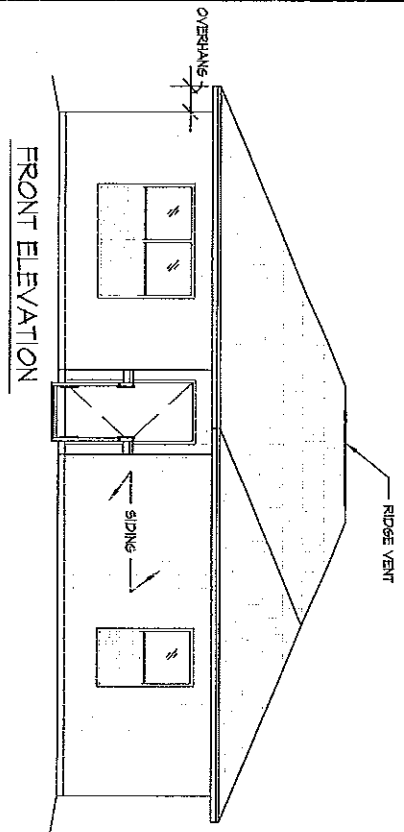
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS DAY OF 1-2013

John J. Lopez

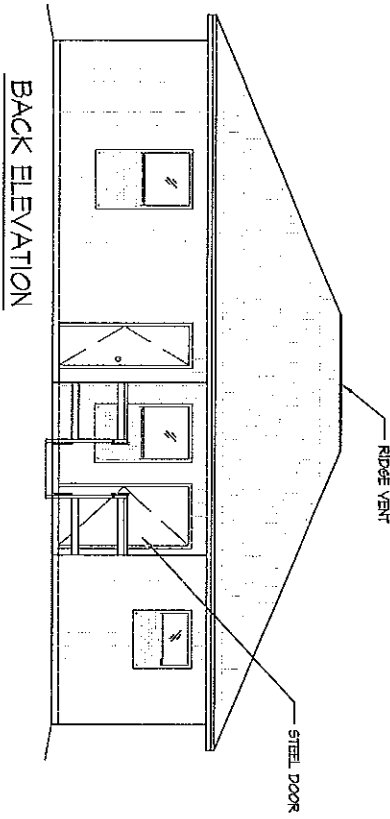
URBAN COUNTY PROGRAM OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LYDIA S. LOPEZ
708 EBONY ST- SAN JUAN, TX

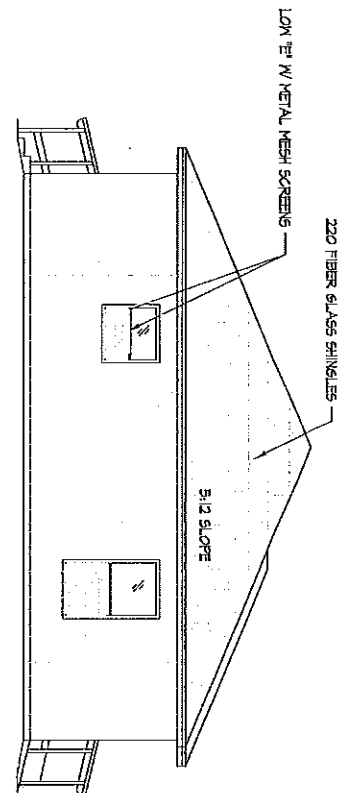
TOTAL AREA
998 SQ. FT.



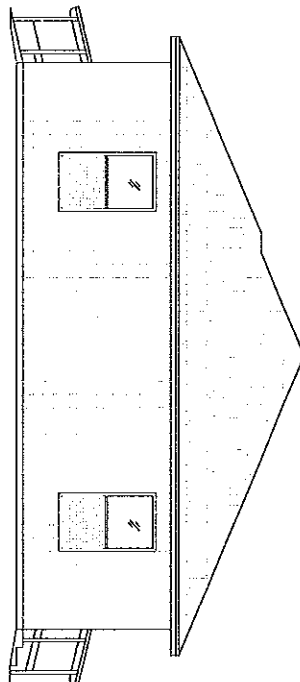
FRONT ELEVATION



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LYDIA S. LOPEZ
708 EBONY ST- SAN JUAN, TX

TOTAL AREA
998 SQ. FT.

SPECIFICATIONS

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL
OWNER (S) LYDIA S. LOPEZ CASE NO. SI-75-12-01 DATE: 8-19-2-13 ADDRESS: 708 Ebony St - San Juan PHONE: 956-475-4742 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND COUNTY REQUIREMENTS. CONJECTURES TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & 12 X 28" CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:
 > WATER SUPPLY TO HOUSE SHALL HAVE A 1/2" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
 > INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEV OF APPROPRIATE DIAMETER.
 > NEW PEV PIPES AND FITTINGS.
 > OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
 > OF APPROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
 > SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.
 ALL PLUMBING FINISH SHALL BE AS FOLLOWS:
 > RELATED PLUMBING ITEMS.
 > (2) EXTERIOR HOSE BRASS BIB FAUCETS.
 > 1/2" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES, FIXTURES:
 > PLUMBING SEALANT FOR ALL DRAINS AND SINK PERIMETERS
 > ALL OTHER RELATED PLUMBING (SEE SPECS)
 > KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
 > TOILET SINK WITH RELATED PLUMBING & FAUCETS
 > ONE PIECE FIBER GLASS HANDICAP ACCESSIBLE SHOWER WITH FAUCETS, GRAB BARS & REMOVABLE SHOWER HEAD FIBER GLASS TUBSHOWER FOR 2ND BATHROOMS UNLESS OTHERWISE NOTED.
 > MEDICINE CABINET/STOVE, RACKS/T.P. DISPENSER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
 > WATER HEATER INSTALLED AS PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)
 OTHER RELATED ITEMS
 > RANGE CONNECTIONS AS PER OWNERS REQUEST (SEE SECTION 23)
 > 4" DRYER EXHAUST VENT.
 > IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.
 > HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND HEADAGE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:
 > 2x4 (#2 OR BETTER) FOR USE IN SOLE PLATES (TREATED LUMBER)
 > DOUBLE TOP PLATES
 > 92 5/8" PRE-CUT STUDS @ 16" O.C.
 > WINDOW SILLS
 > CEILING JOIST CHAIN BLOCKING @ 48" O.C.
 > 2x6 (#2 OR BETTER) FOR USE IN:
 > WINDOW & DOOR HEADERS WITH 1/2"

SPACER
 > CEILING JOIST @ 24" O.C. FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
 > INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
 ALL EXTERIOR CEILING COVERINGS:
 > 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.
 ALL INTERIOR WALL & CEILING COVERINGS:
 > 1/2" SHEETROCK FINISHED AS PER SPECS.
 > 1/2" DAMP RESISTANT SHEETROCK FOR BATH AREAS.
 ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
 ALL INTERIOR WALL SURFACES SHALL HAVE ORANGE PEEL TEXTURE
 ALL EXTERIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF (1: SLOPE=8/12)

ROOF SHALL HAVE:
 > A HINGABLE STYLE ROOF WITH 16" OVERHANGS.
 > A HINGABLE STYLE FRONT PORCH AS PER PLANS.
 > PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
 > AN ADEQUATE COMBINATION OF RIDGE & SOFT VENTS WITH AIR CHUTES.
 > ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
 > SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
 > A FRONT PORCH FLOOR.
 > A SIDE/BACK PORCH FLOOR.
 > PROVIDE RAMP & (2) HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE
 > ALL LIVING AREA, CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
 > INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2x4 BOTTOM PLATES AND ALL PENETRATED AREAS.
 > ALL PERIMETER WALLS WITH R-15 F.G. BATT.
 > ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS. (COAT) WITH ALL PAINT SHALL BE APPLIED AS PER SPECS. (COAT) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/8" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE

10. WINDOWS:

SHALL BE NEW LOW-E DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
 > A RANGE CABINET.
 > A KITCHEN BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.
 BUILD AND/OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAYOUT. SINK, AND WALLS.
 ALL CABINETS PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VOT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:
 > PROVIDE RANGE OUTLET AS PER OWNERS REQUEST.
 > PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
 > (2) 82 CEILING FAN (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE HUNTER BRAND. THE CONTRACTOR SHALL ALLOW \$120.00 FOR MATERIAL & LABOR, LOCATION AS PER OWNER REQUEST.
 > INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
 > EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
 > EACH ELECTRICAL PLUG TO BE 15' ABOVE THE FLOOR.
 > ALL OUTLETS WITHIN 8' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNERS RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & BUILT IN MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT ESCAPING WATER FROM SHOWER. INSTALL SINK AND CABINET ABOVE TOILET WHEN INDICATED. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS
 BATHROOM SHOULD ACCOMMODATE GRAB BARS THERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

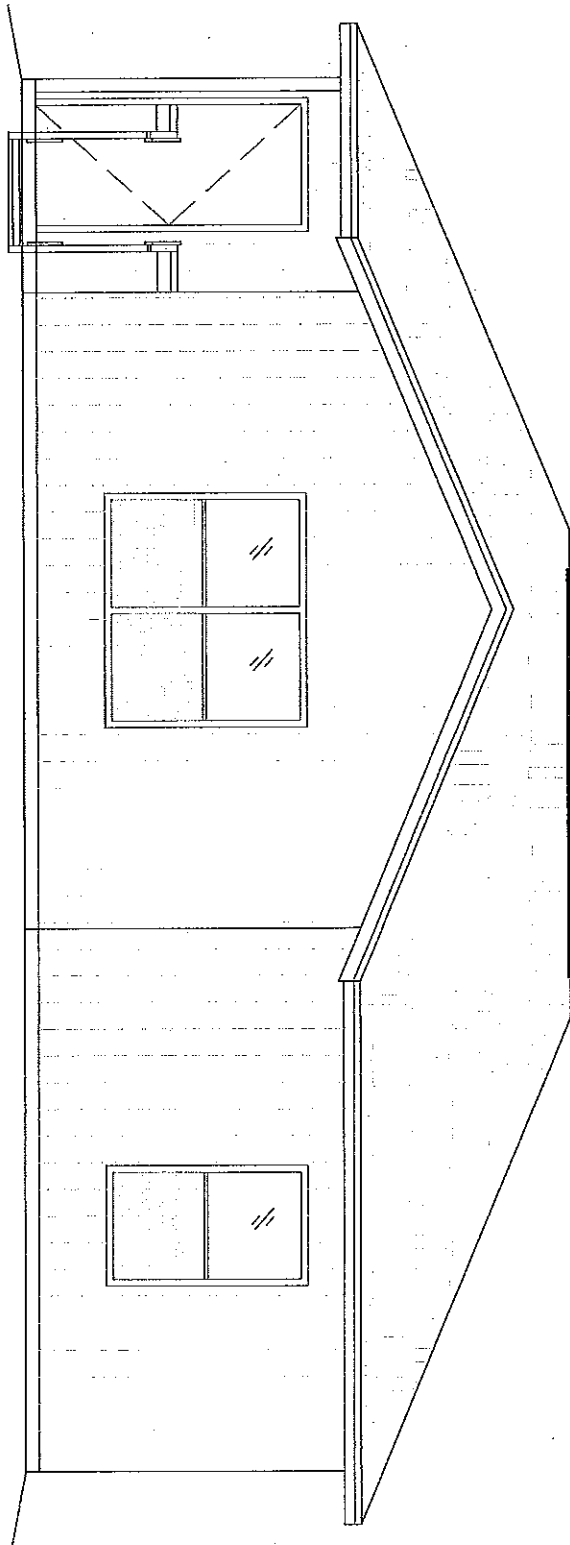
INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES:

CONTRACTOR IS RESPONSIBLE FOR:
 > YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY, CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
 > YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
 > THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
 > THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
 > PROVIDE 8" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUPERFINE GRASS SEEDS UP TO 10' OF PERIMETER.
 > PROVIDING THE APPROPRIATE ELECTRICAL AND FOR GAS CONNECTIONS FOR RANGE AS PER APPLICANTS REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
 > PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY ROOM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
 > PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE, OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
 > ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
 > MINIMUM 1200-28 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
 > ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23 GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
 > PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
 > CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY THROUGHOUT CONSTRUCTION PROCESS
 > SHOWER ENTRANCES TO BE 36" WIDE
 > ALL UPP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §206.614, TEXAS & INTERNATIONAL BUILDING CODES 2012
 THE HOMEOWNER SHALL BE RESPONSIBLE FOR
 > REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONED VEHICLES, OLD LUMBER, ETC.
 > MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.
 NAME OF APPLICANT Lydia Lopez

GARCIA RESIDENCE



RUBEN & GLORIA GARCIA
 935 WASHINGTON-MERCEDES
 956-684-3966

URBAN COUNTY PROGRAM
 3304 W. ALBERTA-EDINBURG
 (956) 787-8127

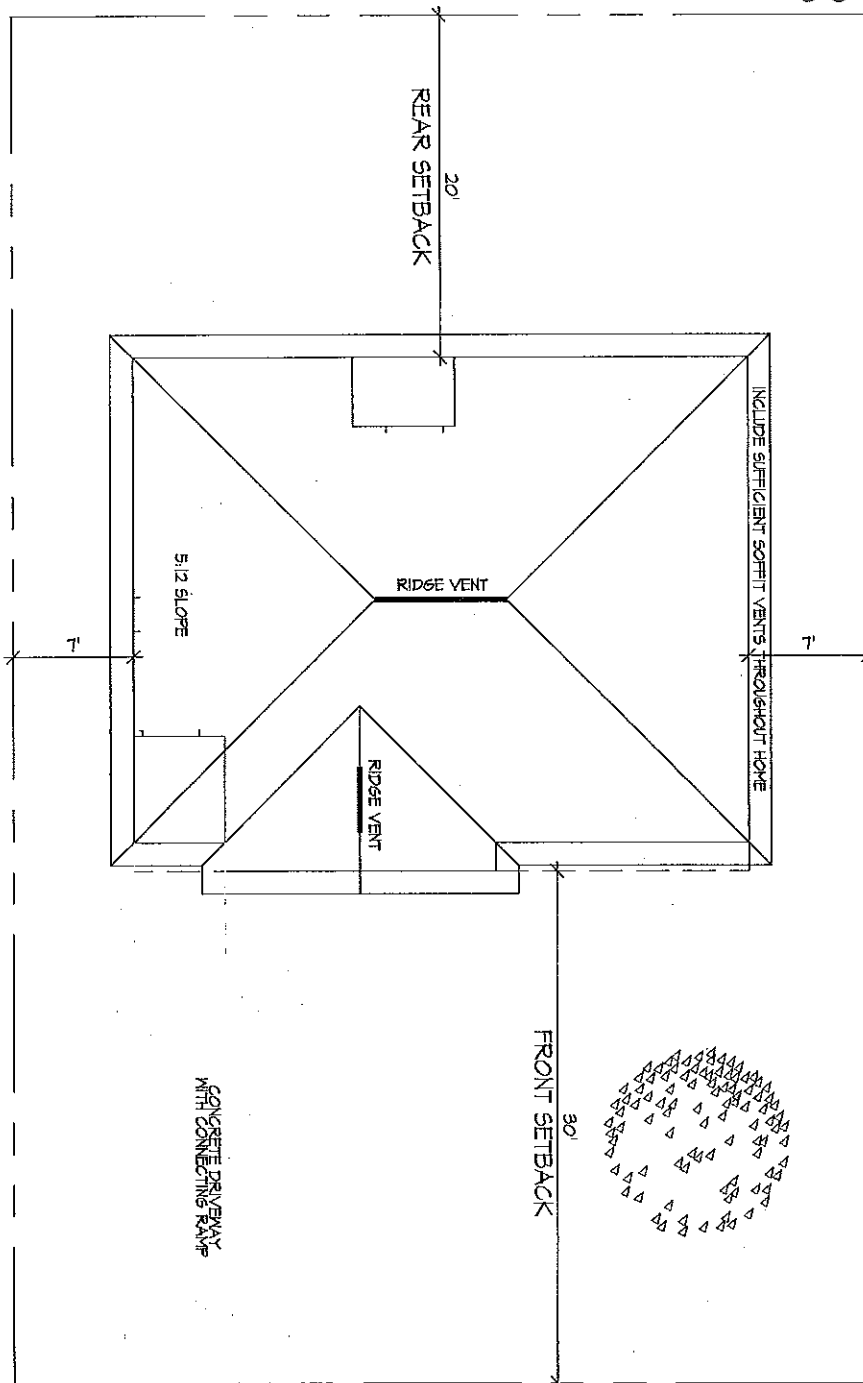
URBAN COUNTY PROGRAM
 OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

RUBEN & GLORIA GARCIA
 935 N. WASHINGTON AVE - MERCEDES, TX

TOTAL AREA
 1046 SQ. FT.

X 80' GARDEN PARK LOT 8 BLK 5

50'



935 WASHINGTON

NOTE:

Please verify with city/county on setbacks and for any requirements regarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.

In addition, remember to replace septic tank if needed and is more than 10 yrs old.

1 ROOF/ PLOT PLAN

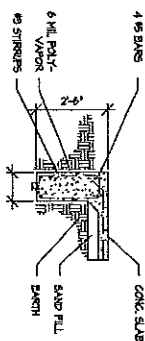
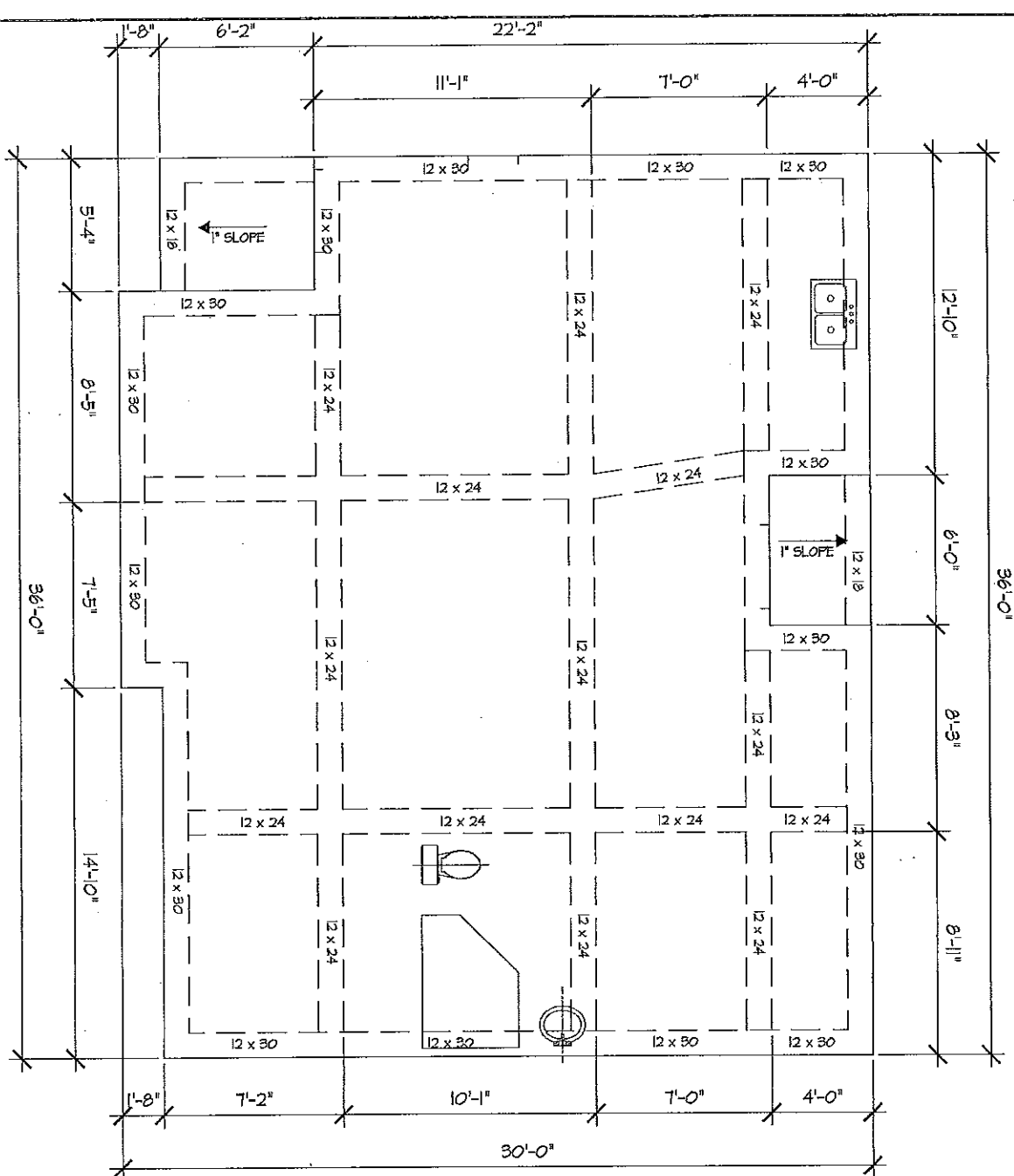
XREF

SCALE: N.T.S.

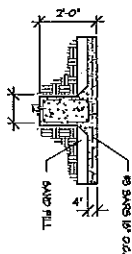
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

RUBEN & GLORIA GARCIA
935 N. WASHINGTON AVE - MERCEDES, TX

LIVING AREA
1046 SQ. FT.



EXTERIOR BEAMS TO BE 12"x30" WITH 4 #5 BARS
CONT. TOP & BOTTOM WITH #5 STIRRUPS AT 24" O.C.
AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



INTERIOR BEAMS TO BE 12"x24" WITH 4 #5 BARS
CONT. TOP & BOTTOM WITH #5 STIRRUPS AT 24" O.C.
AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

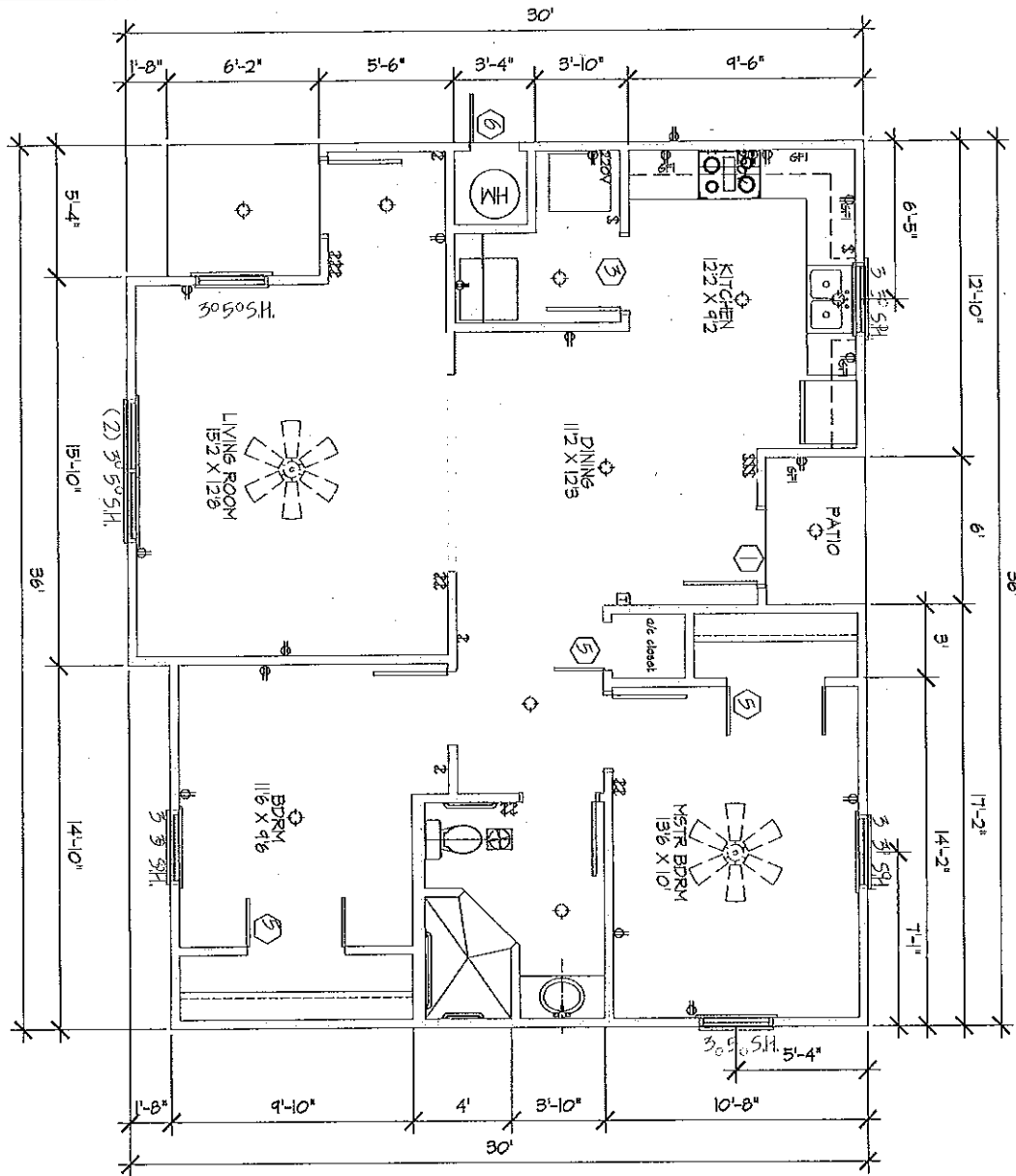
GENERAL NOTES

- 4" THICK SLAB ON GRADE W/ #3 BARS @ 18" O.C.
EACH WAY AT MID-DEPTH OF SLAB OVER
6 MIL. VIBRACORE OVER APPROVED COMPACTED FILL.
- EXTERIOR BEAMS TO BE 12"x30" WITH 4 #5 BARS
CONT. TOP & BOTTOM WITH #5 STIRRUPS AT 24" O.C.
AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.
- INTERIOR BEAMS TO BE 12"x24" WITH 4 #5 BARS
CONT. TOP & BOTTOM WITH #5 STIRRUPS AT 24" O.C.
AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.
- CORNER BARS AT ALL CORNERS & INTERSECTIONS 2X2' - #5
APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
- INSTALL ANCHOR BOLTS AT PERIMETER AT 4' O.C.
- USE ONLY COMPACTED SLEIGHTED FILL. DIRT, FINISH FLOOR
TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

RUBEN & GLORIA GARCIA
935 N. WASHINGTON AVE - MERCEDES, TX

TOTAL AREA
1046 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	924
PORCH/PATIO	57
TOTAL SQ. FT.	1046

ELECTRICAL LEGEND

Ⓜ	WATER HEATER	Ⓛ	LIGHT FIXTURE
Ⓢ	DUPLEX ELECTRICAL RECEPT. 3	Ⓢ	LIGHT SWITCH
Ⓢ	220V. RECEPT. RECEPTACLE	Ⓢ	THERMOSTAT
Ⓢ	GROUND FAULT INTERRUPTER	Ⓢ	SMOKE DETECTOR
Ⓢ	BATHROOM EXHAUST FAN		

DOOR SCHEDULE

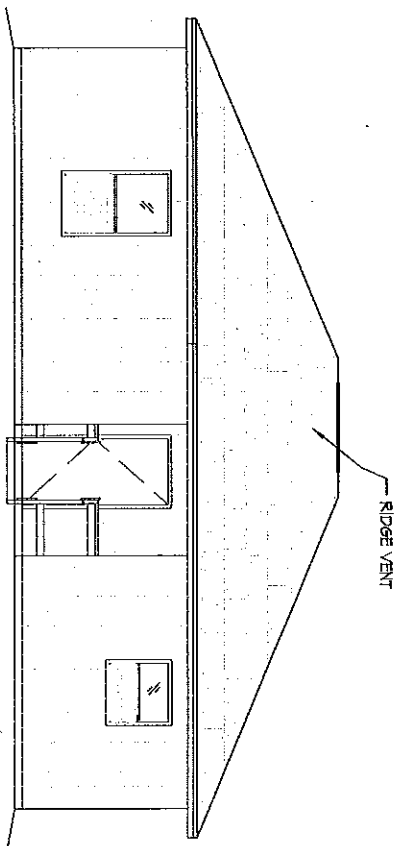
DR#	TASK	SIZE X TH	TYPE	LOCKS
1	INSTALL NEW UNIT	30"	NETAL W/ LON. PROFILE THRESH.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	30"	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	30"	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	28"	POCKET DOOR	PASSAGE
5	INSTALL NEW UNIT	(2) 20"	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	20"	HOLLOW NETAL	LOCK W/ DEADBOLT

GENERAL NOTES

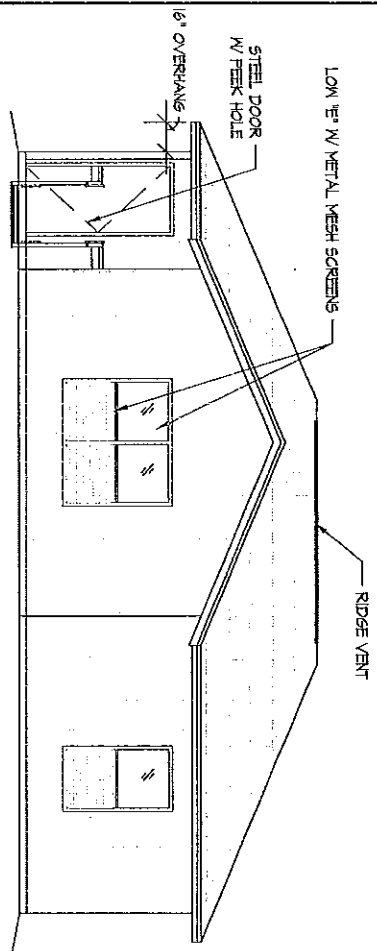
5/12 SLOPE WITH 16" OVERHANG
 - SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
 - INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
 - INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
 - CLIENT IS RECONNECTING CONNECTORS FOR A GAS (ELECTRIC STOVE)
 - INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.
 - EXTERIOR COLOR CHOICES TO BE OR MATCH: W001-46 Windsor
W002-34 Whisper
 INTERIOR COLOR CHOICES TO BE OR MATCH: W001-46 Windsor
W002-34 Whisper
 5/21/2018 W001-46 Windsor

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 21 DAY OF 8 2018
Ruben Garcia

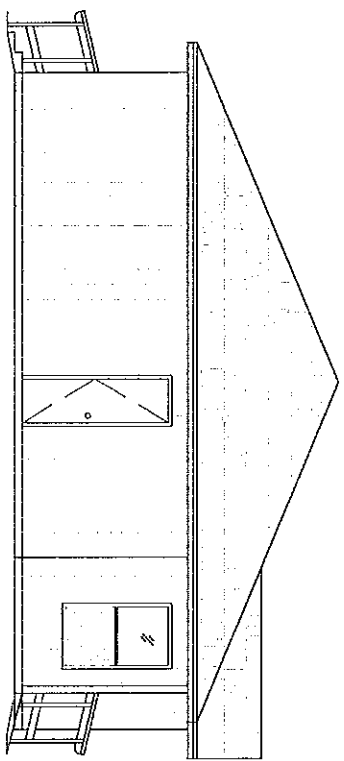
BACK ELEVATION



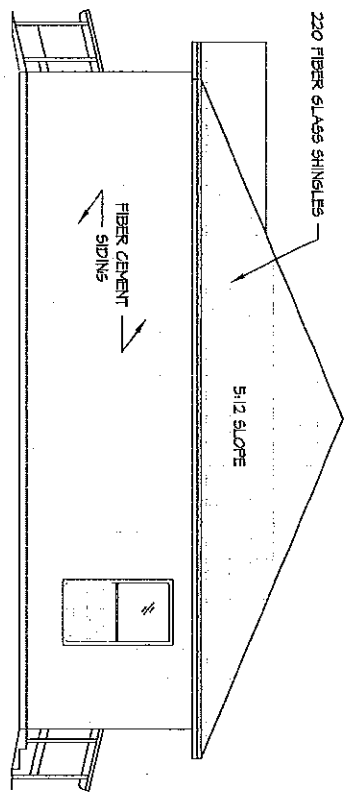
FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

RUBEN & GLORIA GARCIA
935 N. WASHINGTON AVE - MERCEDES, TX

TOTAL AREA
1046 SQ. FT.

SPECIFICATIONS

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL
OWNER (S) RUBEN & GLORIA GARCIA CASE NO. ME-50-12-01 DATE: 8-12-13 ADDRESS: 935 N. WASHINGTON - MERCEDES, PHONE: 956-684-3966 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND COUNTY REQUIREMENTS. CON PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & 12 X 25 CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

- > ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:
 - > WATER SUPPLY TO HOUSE SHALL HAVE A 1/2" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
 - > INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
 - > NEW PEX PIPES AND FITTINGS.
 - > OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
 - > OF APPROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
 - > SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.
 - > ALL PLUMBING FINISH SHALL BE AS FOLLOWS:
 - > RELATED PLUMBING ITEMS:
 - (2) EXTERIOR HOSE BRASS BIB FAUCETS.
 - 3/4" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES, FIXTURES:
 - PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
 - ALL OTHER RELATED PLUMBING (SEE SPECS)
 - KITCHEN SINK WITH RELATED PLUMBING & FAUCETS
 - TOILET OF MATCHING COLOR
 - ONE PIECE FIBER GLASS HANDCAP ACCESSIBLE SHOWER WITH FAUCETS, GRAB BARS & REMOVABLE SHOWER HEAD OTHERWISE NOTED.
 - MENSINE CABINET/STOVE, RACKS/TIP DISPENSER, TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
 - WATER HEATER INSTALLED AS PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)
 - OTHER RELATED ITEMS
 - RANGE CONNECTIONS AS PER OWNERS REQUEST (SEE SECTION 22).
 - 4" DRYER EXHAUST VENT.
 - IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.
 - HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION, TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPAIRS IF NECESSARY AND MORE THAN 10 YEARS OF AGE
3. INTERIOR/EXTERIOR WALLS & CEILING:
- ALL INTERIOR AND EXTERIOR WALL FINISHING:
- > 2x4 (1/2" OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
 - DOUBLE TOP PLATES
 - 92 58" PRE-CUT STUDS @ 16" O.C.
 - WINDOW SILLS
 - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
 - > 2x6 (1/2" OR BETTER) FOR USE IN:
 - WINDOW & DOOR HEADERS WITH 1" X 2"

SPACER.

- CEILING JOIST @ 24" O.C. FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
- INSTALL BOOTIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- ALL EXTERIOR CEILING COVERINGS:
- 3/8" OD EXTERIOR PLYWOOD FOR PORCH CEILINGS.
- 1/2" SHEETROCK FINISHED AS PER SPECS.
- 1/2" DAMP RESISTANT SHEETROCK FOR BATH AREAS.
- ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
- ALL INTERIOR WALL SURFACES SHALL HAVE ORANGE PEEL TEXTURE.
- ALL EXTERIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF (SLOPE=5/12)

- ROOF SHALL HAVE:
- A HIGGABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIGGABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFT VENTS WITH AIR GUTTERS.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

- THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
- A SIBERBACH PORCH FLOOR.
- PROVIDE RAMP & (2) HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

- INSULATE:
- > ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- > INSULATION FOAM SHALL BE USED AROUND ALL WINDOW, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- > ALL PERIMETER WALLS WITH R-15 F6, BATT.
- > ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

- ALL TRIM SHALL BE INSTALLED AS PER SPECS.
- ALL PAINT SHALL BE APPLIED AS PER SPECS (2 COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

- PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

- THE SIDING SHALL BE 6/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

- SHALL BE NEW LOW E DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

- BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
- > A RANGE CABINET.
- > A KITCHEN BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.
- BUILD AND/OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAZYTORY, SINK, AND WALLS.
- ALL CABINETS/DOORS SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

- APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

- ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:
- > PROVIDE RANGE OUTLET AS PER OWNERS REQUEST.
- > PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- > (2) 32' CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE HUNTER BRAND. THE CONTRACTOR SHALL ALLOW \$120.00 FOR MATERIAL & LABOR, LOCATION AS PER OWNER REQUEST.
- > INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- > EACH ELECTRICAL PANEL OR BREAKERBOX LIGHT SWITCH & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- > EACH ELECTRICAL PLUG TO BE 16" ABOVE THE FLOOR.
- > ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

- INSTALL A RANGE TO FIT OWNERS RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

- ALL ACCESSORIES & BUILT IN MEDICINE CABINETS AS PER SPECS INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT ESCAPING WATER FROM SHOWER. INSTALL SINK AND CABINET ABOVE TOILET WHEN INDICATED. (also include TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER)

16. ACCESS FOR PHYSICAL DISABILITIES:

- INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS.
- BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

- PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

- INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

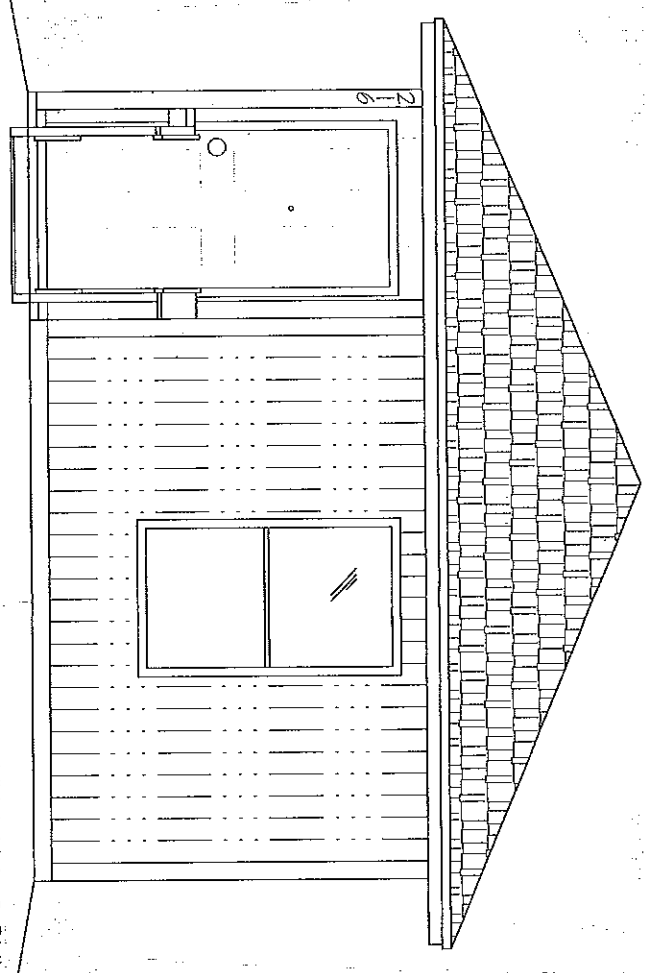
- > YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- > YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- > THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- > THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- > PROVIDE 8" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- > PROVIDING THE APPROPRIATE ELECTRICAL AND JOE GAS CONNECTIONS FOR RANGE AS PER APPLICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- > PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BORN & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- > PROVIDE TERNITE PRE-TREATMENT TO ENTIRE HOUSE, OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- > ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- > MINIMUM 1200-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- > ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- > PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE.
- > CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY THROUGHOUT CONSTRUCTION PROCESS.
- > ALL UP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514, TEXAS & INTERNATIONAL BUILDING CODES 2012

THE HOMEOWNER SHALL BE RESPONSIBLE FOR:

- > REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, ABANDONED REMAINS, OLD LUMBER, ETC.
- > MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.
NAME OF APPLICANT
Rubén García

GOMEZ RESIDENCE



TEODORO GOMEZ
216 W. MILE 17 RD. EDOUCH
(956) 262-1579

URBAN COUNTY PROGRAM
1916 TESORO BLVD.
(956) 787-8127

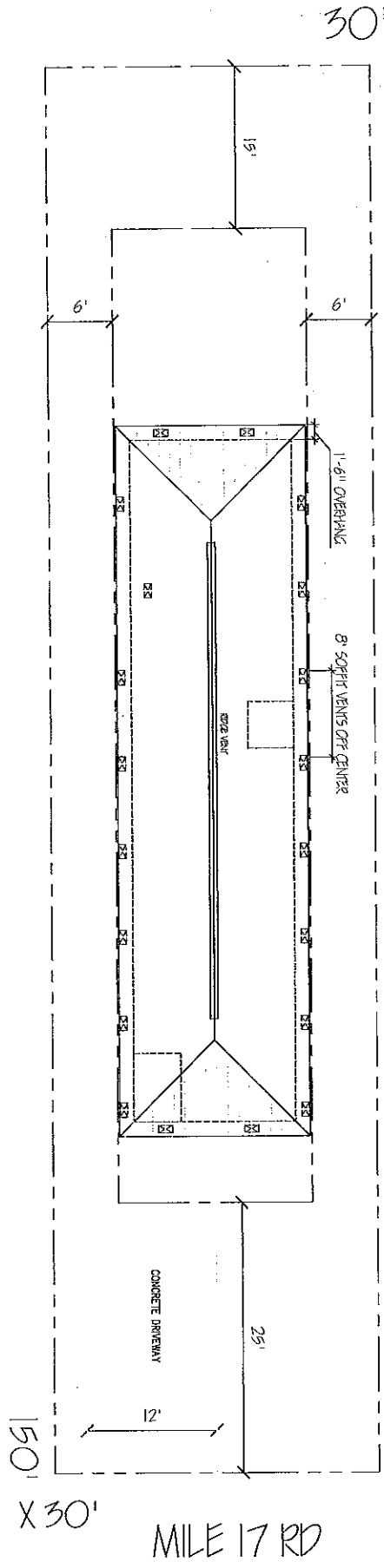
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TEODORO GOMEZ
216 W. MILE 17 RD. EDOUCH, TX

945 SQ. FT.

30' X 150'

LOT 7, CYNTHIA LEE FORD SUBDIVISION



NOTE:

Please verify with city/county on setbacks and for any requirements regarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. Install both a ramp, steps and railings as per owners request of location. In addition, remember to replace septic tank if needed and is more than 10 yrs old. House to be built on original location.

Driveway to be 12' X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TEODORO GOMEZ
216 W. MILE 17 RD. EDCOUCH, TX

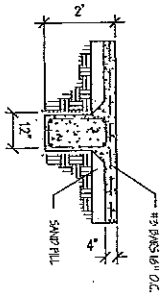
945 SQ. FT.

- 4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL.
- EXTERIOR BEAMS TO BE 12"x24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STRIPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOL.
- INTERIOR BEAMS TO BE 12"x24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STRIPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOL.
- CORNER BARS, AT ALL CORNERS & INTERSECTIONS 2"x2" - #5 APPLY 6x6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
- INSTALL ANCHOR BOLTS AT PERIMETER AT 4' O.C.
- USE ONLY COMPACTED SELECTED FILL DIRT FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

GENERAL NOTES

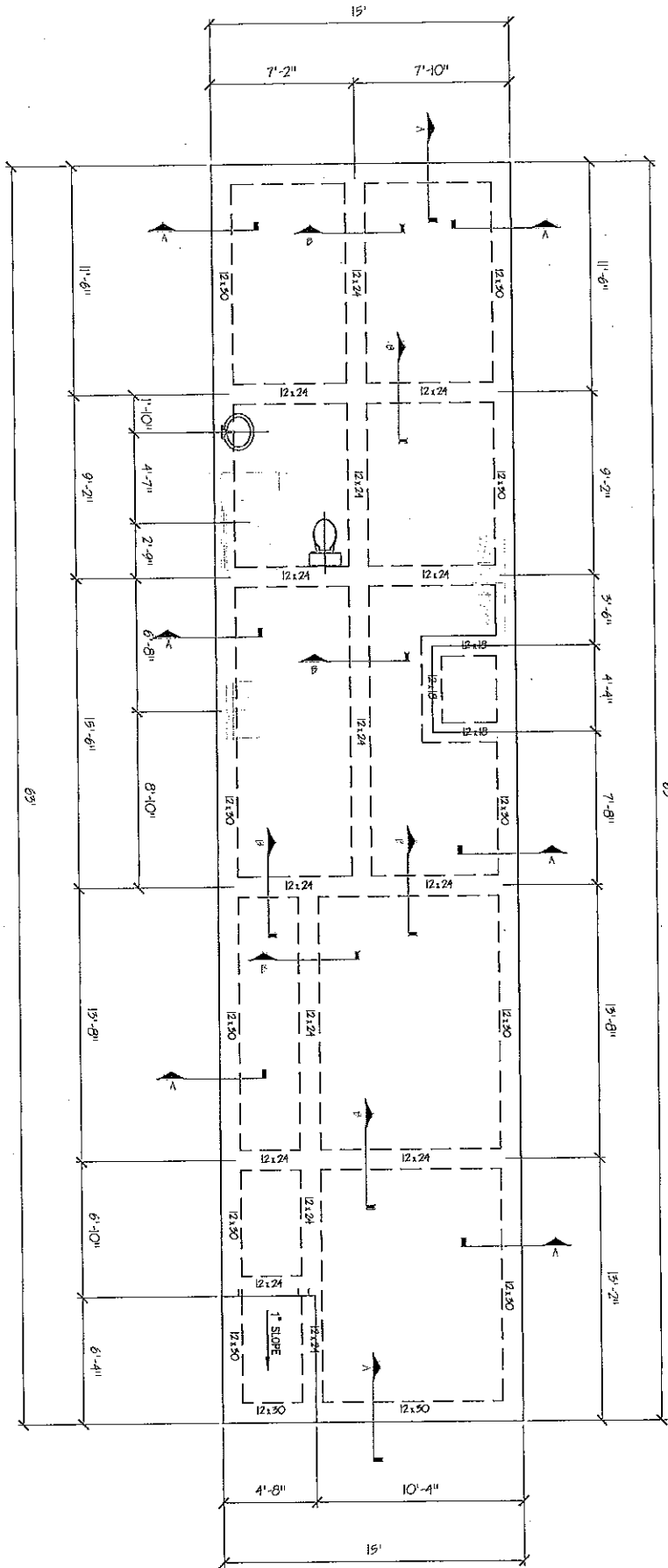
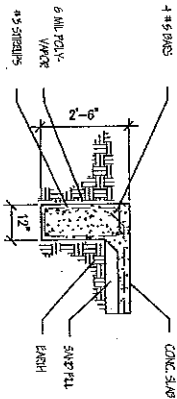
- INTERIOR BEAMS TO BE 12"x24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STRIPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOL.

B-INTERIOR BEAM



- EXTERIOR BEAMS TO BE 12"x24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STRIPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOL.

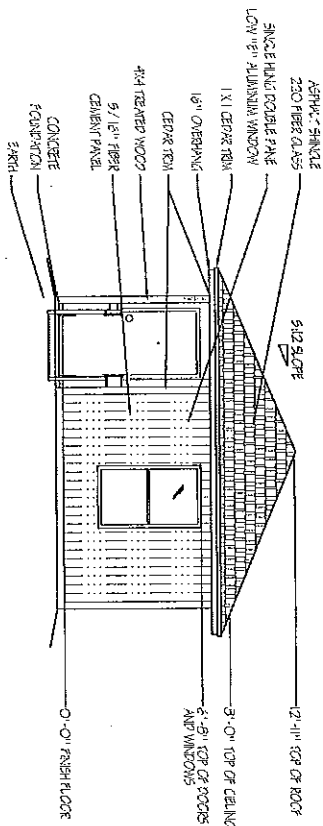
A-EXTERIOR BEAM



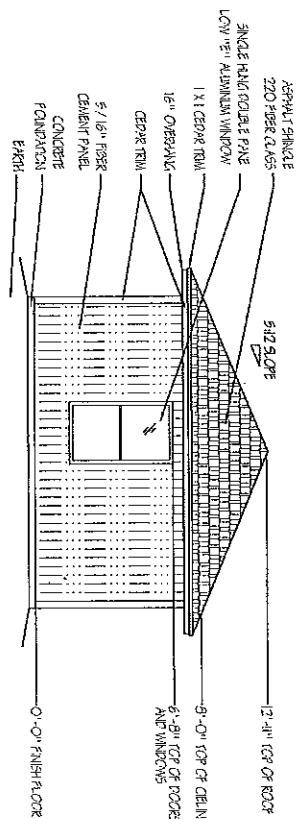
FOUNDATION PLAN

URBAN COUNTY PROGRAM OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

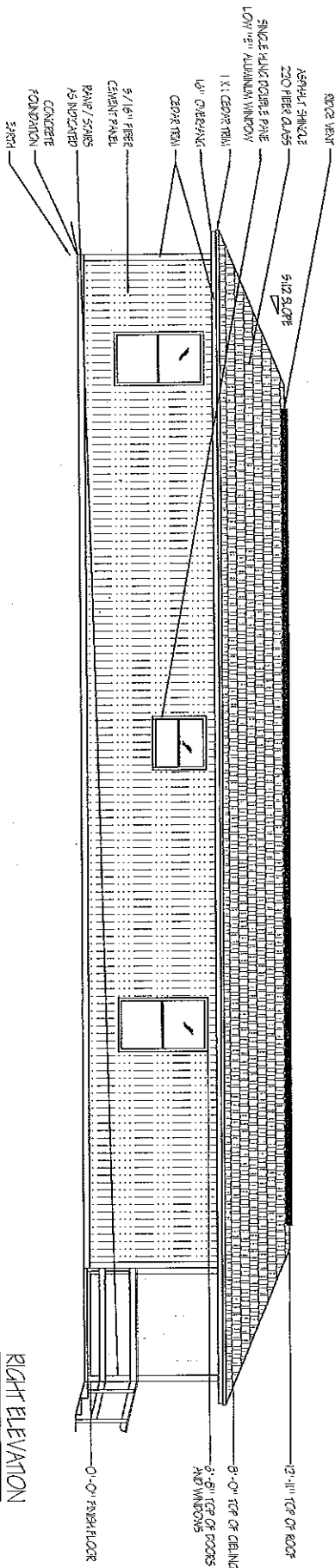
TEODORO GOMEZ
216 W. MILE 17 RD, EDCOUCH, TX



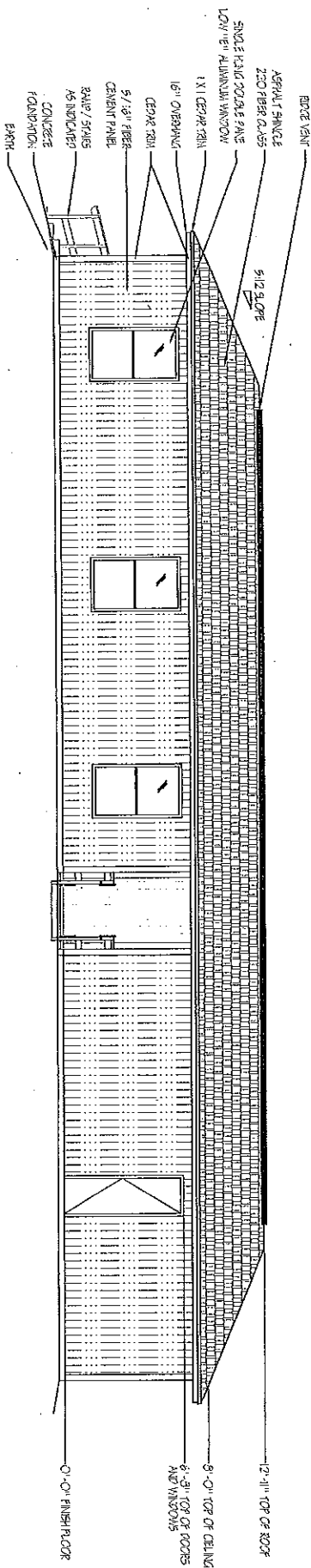
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TEODORO GOMEZ

216 W. MILE 17 RD, ED COUCH, TX

SPECIFICATIONS

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL

OWNER (S) Teodoro Gomez CASE NO.: ED 20-12-01 DATE: Sept. 13, 2013 ADDRESS: 216 W. Mile 17 Rd. Edcouch, TX PHONE: 956-262-1579 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPEC'S, CITY AND COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING POUCH SHALL BE AS FOLLOWS:
> WATER SUPPLY TO HOUSE SHALL HAVE A 1/2" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
> INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
> NEW PEX PIPES AND FITTINGS:
• OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND
• OF APPROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS)
• SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

> RELATED PLUMBING ITEMS:
• (2) EXTERIOR HOSE BRASS BIB FAUCETS:
• 1/2" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES, FIXTURES:
• PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
• ALL OTHER RELATED PLUMBING (SEE SPECS)
FIXTURES: (SEE SPECS)
• KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
• PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
• TOILET OF MATCHING COLOR
• SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE
• SHOWER FAUCETS & REMOVABLE SHOWER HEAD
• MEDICINE CABINETS/TOWEL RACKS/T.P. DISPENSER
• TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
• WATER HEATER INSTALLED AS PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

• RANGE CONNECTIONS AS PER OWNERS REQUEST (SEE SECTION 23)
• 4" DRYER EXHAUST VENT,
• IN WALL WASHING MACHINE BOX WITH BRASS FAUCETS & RELATED PLUMBING
• HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION, TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:
> 2"x4" #2 OR BETTER FOR USE IN SOLE PLATES (TREATED LUMBER)
• DOUBLE TOP PLATES
• 92 S&S PRE-CUT STUDS @ 16" O.C.
• WINDOW SILLS
• CEILING JOIST CHAIN BLOCKING @ 48" O.C.
> 2"x6" #2 OR BETTER FOR USE IN:
• WINDOW & DOOR HEADERS WITH 1/2" SPACER.

• CEILING JOIST @ 24" O.C. FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
• INSTALL BOOT LIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
ALL EXTERIOR CEILING COVERINGS:
• 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.
• 1/2" SHEETROCK FINISHED AS PER SPECS.
• 1/2" DAMP RESISTANT SHEETROCK FOR BATH AREAS.
ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE
ALL INTERIOR WALL SURFACES SHALL HAVE ORANGE PEEL TEXTURE
ALL EXTERIOR FINISHINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:
• A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
• A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
• PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
• AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
• ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
• SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
• A FRONT PORCH FLOOR
• A SUEBRACK PORCH FLOOR
PROVIDE RAIP & (2) HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:
> ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
> INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
> ALL PERIMETER WALLS WITH R-16 F.G. BATT.
> ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2 COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/8" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW-E DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINET'S GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
> A RANGE CABINET.
> A KITCHEN BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.
BUILD AND/OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH KITCHEN TOP. SINK AND WALLS ALL CABINETRY PIECES SHOULD BE VERY AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY 1/2" FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:
> PROVIDE RANGE OUTLET AS PER OWNERS REQUEST.
> PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
> (2) 32' CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER BRAND, THE CONTRACTOR SHALL ALLOW \$120.00 FOR MATERIAL & LABOR, LOCATION AS PER OWNER REQUEST.

> INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
> EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
> EACH ELECTRICAL PLUG TO BE 16" ABOVE THE FLOOR
> ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNERS RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS.
INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDICAPS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED BY PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING COMPAREABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:
> YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY, CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
> YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
> THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
> THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
> PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
> PROVIDING THE APPROPRIATE ELECTRICAL AND/OR GAS CONNECTIONS FOR RANGE AS PER APPLICANTS REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE
> PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
> PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
> OBTAINING DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
> ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
> MINIMUM 12-26 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
> ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23, GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
> PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
> CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY THROUGHOUT CONSTRUCTION PROCESS (demo to final inspection)

> SHOWER ENTRANCES TO BE 36" WIDE
> ALL UPG HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §206.614
THE HOMEOWNER SHALL BE RESPONSIBLE FOR REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OF CONSTRUCTION INCLUDING BUT NOT LIMITED TO TREES, ABANDONED VEHICLES, OLD LUMBER, ETC.
> MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

NAME OF APPLICANT Teodoro Gomez

NAME OF CO-APPLICANT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2013

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

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

PRODUCER (956)787-4989
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES LLC
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: Lucy or Jeannie
PHONE (A/C, No, Ext): (800)887-4989 Ext. FAX (A/C, No): (956)781-3380
E-MAIL: LUCY@CAPTINSURANCE.COM
ADDRESS:

INSURED 3 GENERAL CONSTRUCTION, INC.
3200 E JUDE AVE
ALTON, TX 78573
(956)221-1402 Ext.

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MAXUM INDEMNITY COMPANY	
INSURER B: PROGRESSIVE COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INSURANCE	
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.

SR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TR		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY			3DG6322	12/11/12	12/11/13	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:			02283658-0	07/02/13	07/02/14	PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	COMBINED SINGLE LIMIT (Ea accident)						\$ 1,000,000
	ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS						BODILY INJURY (Per accident) \$
C	UMBRELLA LIAB			SBP0001255540	07/15/13	07/15/14	PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						\$
	☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	SBP0001255540	07/15/13	07/15/14	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	Y				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
3304 W ALBERTA
EDINBURG TX 78539

(EMAIL) eric.trevino@ucp.co.hidalgo.tx.us

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.

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: October 16, 2013

Description of Bid: Demo & Recon of Two (2) Units in Mercedes, One (1) Unit in San Juan and One (1) Unit in Edcouch (should be 2 Edcouch, 1 Mercedes)

Grant #: M-11-UC-48-0501-MG

Bid Opening Time: 9:30 am

QUALITY INVESTMENTS

UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1. L. GOMEZ	\$45,274.00	BB INCLUDED
2. T. GOMEZ	\$43,274.00	BB INCLUDED
3. R/G GARCIA	\$45,274.00	BB INCLUDED
4. L. LOPEZ	\$42,999.00	BB INCLUDED

3 GENERAL CONSTRUCTION

UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1. L. GOMEZ	\$42,690.00	BB INCLUDED
2. T. GOMEZ	\$42,690.00	BB INCLUDED
3. R/G GARCIA	42,690.00	BB INCLUDED
4. L. LOPEZ	\$42,690.00	BB INCLUDED

A-ONE

UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1. L. GOMEZ	\$43,650.00	BB INCLUDED
2. T. GOMEZ	\$43,450.00	BB INCLUDED
3. R/G GARCIA	\$44,850.00	BB INCLUDED
4. L. LOPEZ	\$43,950.00	BB INCLUDED

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

AI-41405

Urban County 9. D.

CC REGULAR

Meeting Date: 11/05/2013

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 services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) geotechnical and construction material testing services firms from the county's approved "pool" as graded and evaluated by the Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Precinct No.1 - Street Improvements funds.

Professional Service Firm	Grade	Ranked
RABA Kistner	91%	
MEG Engineers	89.33%	
TERRACON	88.67%	

3. Authority to negotiate a geotechnical and construction material testing services contract with the highest ranked firm for an Urban County Program Year 26 (2013) Precinct No.1 - Street Improvements project.

BACKGROUND

The three geotechnical and construction material testing services firms rated from the county's approved "pool" are: (1) RABA Kistner, (2) MEG Engineers, and (3) TERRACON for Precinct No. 1 - Street Improvements - Project – Old La Blanca Road project.

Funds Available: \$279,685.00 YR 26 (2013) Street Improvements

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/23/2013 04:51 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Mary Flores		Started On: 10/23/2013 03:14 PM
	Final Approval Date: 11/01/2013	

Hidalgo County Precinct No. 1
Street Improvements Project (Old La Blanca Road)
geotechnical and construction material testing services
Years 26 (2013)
Grading-Ranking Grid

Criteria	RABA Kistner			MEG Engineers			TERRACON		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	18	25	25	21	25	25	16	25	24
Experience of Project Team/Ability to Commit Resources	15	20	20	16	20	18	16	20	20
Methodology/Experience/Availability of Project manager	15	20	18	15	20	16	16	20	15
Understanding of Project/Similar Projects	19	25	25	20	23	24	20	23	25
Familiarity with Applicable Rules & Regulations	7	10	10	8	7	10	8	8	10
TOTALS	75	100	98	80	95	93	76	96	94
AVERAGES	273÷3=91%			268÷3=89.33%			266÷3=88.67%		
RATING	1			2			3		

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	6
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	8
➤ A list of various projects for comparative purposes	5	9
Comments/Rationale for points:	TOTAL	18
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	7
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points: Not too extensive.	TOTAL	15
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points: process outlined well.	TOTAL	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	8
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	TOTAL	19
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points:	TOTAL	7
TOTAL SCORE:		75

Project Name:: Old La Blanca Road

Department::

Firm/Participant Name: Labor Kistner

Evaluator: [Signature]

Date: 10-3-13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	10
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➤ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	10
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	10
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	10
TOTAL SCORE:		100

Project Name: 2013 Precinct No. 1 - Street Improvements (Old La Blanca Rd.)

Department: Urban County Program

Firm/Participant Name: RABA Kistner

Evaluator: Antonio Barco

Date: 10/21/13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	10
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➤ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Firm has 35 yrs plus and employees to accomplish proposed task as it relates to street improvements testing (materials)	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	10
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Demonstrates experience with related project SOQ very well defined	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	08
Comments/Rationale for points: Firm located in McAllen; SOQ has time factor for response in the Valley	TOTAL	18
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	10
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points: Meets Criteria as outlined	TOTAL	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	5	5
Comments/Rationale for points: Meets Criteria as outlined	TOTAL	10
	TOTAL SCORE:	98

Project Name: Pct. #1 Street Improvements-Geo Tech (La Blanca Rd N of Mile 9 N to Mile 10)

Department: Urban County Program

Firm/Participant Name: Raba Kistner, Inc.

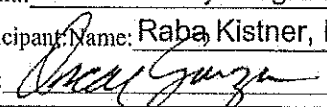
Evaluator:  (Oscar Garza, Program Coordinator) Date: October 10, 2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	9
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	8
➤ A list of various projects for comparative purposes	5	4
Comments/Rationale for points: <i>Very well staffed with ~~engineers~~ Engineers and Technicians.</i>	TOTAL	21
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	8
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points: <i>Team well qualified</i>	TOTAL	16
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	7
Comments/Rationale for points: <i>methodology designed very well,</i>	TOTAL	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	8
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: <i>well rounded experience and many years of technical engineering.</i>	TOTAL	20
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points:	TOTAL	8
TOTAL SCORE:		80

Project Name:: *Old La Blanca Road*
Department:: *Hidalgo County Precinct 1*
Firm/Participant Name: *MEG Engineers*
Evaluator: *[Signature]* Date: *10-3-13*

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	10
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➤ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	10
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	10
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: <i>Meets most criteria, but is not specific in addressing appropriate Federal/State & Local rules and regulations, Not easy to evaluate.</i>	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	5	3
Comments/Rationale for points: <i>Does not specifically address knowledge of applicable rules & regulations on a narrative but have completed numerous projects that require knowledge and adherence to these regulations.</i>	TOTAL	7
	TOTAL SCORE:	95

Project Name:: 2013 Precinct No. 1 - Street Improvements (Old La Blanca Rd.)

Department:: Urban County Program

Firm/Participant Name: Millennium Engineers Group

Evaluator: *ANTONIO BARCO*

Date: *10/21/13*

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

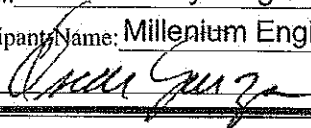
RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	10
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➤ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets Criteria as outlined	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	10
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	08
Comments/Rationale for points: Meets Criteria	TOTAL	18
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	08
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	08
Comments/Rationale for points:	TOTAL	16
SOQ defines that 20% of time will be devoted to a project; unable to detect equipment as requested		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	10
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets Criteria as outlined	TOTAL	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points: Meets Criteria as outlined	TOTAL	10
TOTAL SCORE:		93

Project Name: Pct. #1 Street Improvements-Geo Tech (La Blanca Rd N of Mile 9 N to Mile 10)

Department: Urban County Program

Firm/Participant Name: Millenium Engineering Group

Evaluator:  (Oscar Garza, Program Coordinator)

Date: October 10, 2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	8
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	8
➤ A list of various projects for comparative purposes	5	
Comments/Rationale for points: <i>Engineers and Geologists on Board</i>	TOTAL	16
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	7
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points:	TOTAL	18
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	TOTAL	16
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	8
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	TOTAL	20
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	5	4
Comments/Rationale for points:	TOTAL	8
TOTAL SCORE:		76

Project Name:: Old La Blanca Road
Department:: Hidalgo County Pct. #1
Firm/Participant Name: Terracon
Evaluator: [Signature] Date: 10-3-13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	10
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➤ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	10
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: <i>Meets all criteria</i>	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	10
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
Comments/Rationale for points: <i>Meets most criteria but needs to work on his statement of to make it easier to evaluate</i>	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points: <i>Must be more detailed in narrative</i>	TOTAL	8
TOTAL SCORE:		96

Project Name:: 2013 Precinct No. 1 - Street Improvements (Old La Blanca Rd.)

Department:: Urban County Program

Firm/Participant Name: Terracon Consultants, Inc.

Evaluator: *ANTONIO BARCO*

Date: *10/21/13*

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	10
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➤ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	24
Firm meets criteria		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	10
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
Firm meets criteria		
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	05
Comments/Rationale for points:	TOTAL	15
SOQ not clear on plan for proposed project		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)		
➤ Demonstrate an understanding of the scope of services	10	10
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points:	TOTAL	25
Firm meets criteria and has experience with proposed project		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	5	05
Comments/Rationale for points:	TOTAL	10
On pg. 6 of SOQ indicates references, followed by pg's 9-11 on current projects. Firm meets criteria		
	TOTAL SCORE:	94

Project Name: Pct. #1 Street Improvements-Geo Tech (La Blanca Rd N of Mile 9 N to Mile 10)

Department: Urban County Program

Firm/Participant Name: Terracon Consultants, Inc.

Evaluator: Oscar Garza (Oscar Garza, Program Coordinator) Date: October 10, 2013

AI-41416

Urban County 9. E.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Monica Leal

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Weslaco is requesting consideration and action to award and enter into a construction contract with Saenz Brothers Construction, LLC for a 12-inch Recycle line at the Water Treatment Plant located within the City of Weslaco. Total contract amount of \$432,705.00 utilizing UCP - City of Weslaco FY's 24 & 25 (2011 & 2012) water/sewer improvement funds.

BACKGROUND

The City of Weslaco has requested and received bids for the Water Treatment Plant 12-inch Recycle line project. Lefevre Engineering and Management Consulting, LLC, Engineer prepared the specification packages; bids were received and opened at the Hidalgo County – Purchasing Department on October 9, 2013. After review the engineer recommended Saenz Brothers Construction, LLC, as the sole qualified bidder. (See attached recommendation letter from Lefevre Engineering and Management Consulting, LLC and a copy of bid tabulation sheet.)

Contractor: Saenz Brothers Construction, LLC

Contract Amount: \$ **432,705.00**

Funds Available: \$ 211,826.16 FY 24 (2011) Water/Sewer Improvements

\$ 241,890.05 FY 25 (2012) Water/Sewer Improvements

Total: \$ 453,716.21

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/24/2013 09:14 AM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Mary Flores		Started On: 10/23/2013 04:21 PM
	Final Approval Date: 11/01/2013	

City of Weslaco

"The City on the Grow"



Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

October 21, 2013

Diana Serna
Director of Hidalgo County Urban County Program
3304 W. Alberta Rd.
Edinburg, TX 78539

P148 Weslaco 12-Inch Recycle Line Project Acceptance

Dear Ms. Serna:

This is your approval to proceed with the recommendation from Hidalgo County Urban County Program and with LeFevre Engineering & Management Consulting, LLC for the above mentioned project. I, on behalf of the City of Weslaco, agree that the contract be issued to the sole bidder, Saenz Brothers Construction, LLC from Donna, Texas as this project was approved by City of Weslaco's City Commission on Tuesday, October 15, 2013. The project should be awarded with the base bid and alternate, as shown on bid package, for a total amount of \$432,705.00.

Kindly coordinate the start of construction and provide notice to City of Weslaco Public Utilities and Planning and Code Enforcement Departments at (956) 973-3146 or (956) 447-3401. If you have any questions or require additional information, please feel free to contact me at (956) 973-3181.

Sincerely,

Leonardo Olivares
City Manager, JD MPA

LeFEVRE

ENGINEERING &
MANAGEMENT CONSULTING, LLC

Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.1EMC
Fax. 956.687.5363

October 9, 2013

Mr. Leonardo Olivares
City Manager
City of Weslaco
Weslaco, Texas 78596

Re: **City of Weslaco – 12-Inch Recycle Line**
Hidalgo Urban County Program - UCP No. 5011/12-80-0310-5000-8000-UCP-ML
LEMC Project No. 148

Dear Mr. Olivares:

On Wednesday, October 9, 2013 bids were received and opened for the City of Weslaco – 12-Inch Recycle Line, Hidalgo Urban County Project No. 5011/12-80-0310-5000-8000-UCP-ML. A total of one (1) bid was received, and enclosed is the bid tabulation for the project.

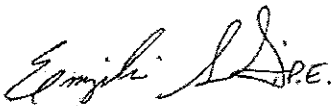
The bid submitted by Saenz Brothers Construction, LLC of Donna, Texas, in the amount of **\$412,705.00** for the Base Bid and **\$432,705.00** for the Base Bid including Alternate No. 1.

The Bid Page submitted by Saenz Brothers Construction, LLC had a total of two (2) typos on Bid Item No. 1-2 (Unit Price Column) and Bid Item No. 2-9 (Unit Price Column). Bid Item No. 1-2 showed \$500.00 instead of \$5,000 and Bid Item No. 2-9 showed \$65,000 instead of \$65.00. However, the Total Figures column had the correct amounts without any mathematical errors on the Grand Total. In the Bid Page it stipulates the following: "AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN". Since the grand total amount was correct, and without any mathematical errors, the bid tab shall be accepted as is.

LeFevre Engineering & Management Consulting, LLC (LEMC) recommends that this project be awarded to Saenz Brothers Construction, LLC for the Base Bid including Alternate No. 1 for the total amount of **\$432,705.00**.

Please call my office should you have any questions on the enclosed information.

Sincerely,



Emigdio "Milo" Salinas, P.E.
Project Engineer

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: October 09, 2013

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID:“12 Inch Recycle Line at the City of Weslaco Water Treatment Plant”

BID NO: 5011/12-80-0310-5000-8000-UCP-ML

PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Bid Price	Alternate Price	Bid Bond/ Cashier's Check
1.	Saenz Brothers Construction, LLC	\$412,705.00	\$432,705.00	Included
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2013

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

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

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570		CONTACT NAME: Araceli Zuniga PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: araceli@mcafeeagency.com	
INSURED Saenz Brothers Construction, LLC 3226 N. Victoria Rd. Donna TX 78537		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Ins. Co. INSURER B: Allstate Insurance Company INSURER C: Texas Mutual Ins. Co. INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1342302669

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			AGS0041900	4/23/2013	4/23/2014	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY			648638635	4/23/2013	4/23/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☒ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
							EACH OCCURRENCE	\$
	UMBRELLA LIAB						AGGREGATE	\$
	EXCESS LIAB							\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001251512	4/23/2013	4/23/2014	☒ WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Contractors Equipment			IHD9929015	4/30/2013	4/30/2014	Leased or Rented from Others	\$100,000

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

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Urban County Program 3304 West Alberta Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert R Garza/AZ <i>Robert R Garza</i>

CONSTRUCTION CONTRACT

This Agreement entered into this 5th day of November 2013 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 **Saenz Brothers Construction, LLC** (a limited liability company) (a partnership) (an individual) of **Donna** 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: City of Weslaco – Water Treatment Plant Improvements 12-inch
Recycle line
PROJECT No.: 5011/12-80-0310-5000-8000-UCP-ML
PROJECT DESCRIPTION: Water Treatment Plant Improvements 12-inch Recycle line

hereinafter called the project, for the sum of **(\$432,705.00) Four hundred thirty-two thousand seven hundred five dollar and no cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Lefevre Engineering and Management Consulting, LLC**, 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 **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **(\$200.00) two 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.

AI-41487

Urban County 9. F.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Brandy Salinas

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the Precinct No. 3, is requesting approval of a best and final negotiated contract for surveying services with CVQ Land Surveyors, in the amount of \$21,600.00 utilizing Texas General Land Office (GLO) funds for drainage improvements.

BACKGROUND

CVQ Land Surveyors, was the highest ranked firm by Commissioner's Court on October 22, 2013. Contract approval in the amount of \$ 21,600.00 is being requested for surveying services and legal counsel has approved the form contract as of February 28, 2013. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Surveying Firm: CVQ Land Surveyors.

Contract Amount: \$21, 600.00

Available funding: \$540,233.00

Attachments

Letter

Cert of ins

surveying contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/29/2013 01:12 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Mary Flores		Started On: 10/25/2013 04:49 PM
	Final Approval Date: 11/01/2013	



October 25, 2016

HIDALGO COUNTY
PURCHASING DEPARTMENT
2812 S. Bus. 281
Edinburg, Texas 78539

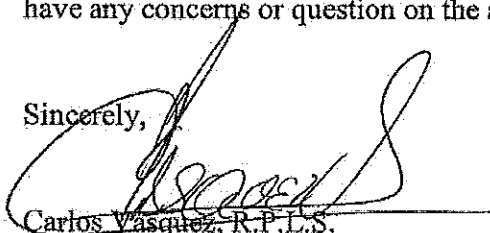
Ref.: Prepare ROW map and parcel plats with metes and bounds description on
nine (9) parcel for the Peñitas Drain Project, Peñitas, Texas

Miss Serna:

Following is the brake down of the cost to perform a ROW survey on the above project is
a lump sum of \$ 21,600.00. (\$2400.00/Parcel)

This project will deliver within 25 working days from the order to proceed. If you should
have any concerns or question on the above, please call me.

Sincerely,



Carlos Vasquez, R.P.L.S.
CVQ Land Surveyors, LLC

CVQ Land Surveyors, LLC
Surveying Hourly Rate Schedule

PRINCIPAL	\$ 220.00
R.P.L.S.	\$ 165.00/hr
Survey Technician	\$ 120.00/hr
Three (3) Men Crew	\$ 150.00/hr
Two (2) Men Crew	\$ 110.00/hr
CAD Technician	\$ 85.00/hr
Administration	\$ 60.00/hr
Research	\$ 50.00/hr

NON-LABOR will be charge at cost + 10%

EXHIBIT "A"

CVQ Land Surveyors, LLC

Services to be provided by the Surveyor

BOUNDARY SURVEYS

The location and marking of property corners, boundary lines and/or easements of a tract of land, including the necessary deed research, filed work, computations and analysis of the finding to establish the boundary as per rules and regulations of Texas Board of Professional Land Surveyors.

ROW SURVEYS

A boundary survey of a proposed roadway by creating an overall right-of-way map, parcel plats, metes and bounds and lot reports of each parcel of the proposed roadway or easement, for all the individual tracts of land that the proposed roadway or easement will traverse through.

CONTROL SURVEY

Establish Horizontal and Vertical control to be used for boundary and topographic Surveys, construction staking and aerial photography and related purposes.

CONSTRUCTION STAKING

Support by locating the location of proposed improvements for roads, buildings, parking lots, pipelines, drain ditches, etc. as per proposed plans.

TOPOGRAPHIC SURVEYS

Location of existing improvements and elevation of a tract of land.

As-BUILT SURVEYS

Verification and locations of all improvements and elevations of tract of land.

UTILITIES SURVEYS

Survey to establish XYZ locations of existing utilities.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2013

PRODUCER

Paul Perez Insurance Agency
1540 Dove Ave
McAllen, Tx 78504
956-687-8940

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

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: ATLANTIC CASUALTY

INSURER B: FARMERS INSURANCE

INSURER C: TEXAS MUTUAL INSURANCE

INSURER D: ADMIRAL INS. CO.

INSURER E: SSUGA ADMIRAL

INSURED

CARLOS VASQUEZ
CVQ LAND SURVEYORS LLC
P.O. BOX 5066
MCALLEN, TX 78502

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	L076001051	10/29/12	10/29/14	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		☐ POLICY ☒ PROJECT ☐ LOC				GENERAL AGGREGATE \$ 1,000,000
B		AUTOMOBILE LIABILITY	075927102	10/21/13	10/21/14	PRODUCTS - COMP/OP AGG \$ INCL
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☐ ALLOWED AUTOS				BODILY INJURY (Per person) \$
		☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
		GARAGE LIABILITY	N/A			OTHER THAN EA ACC AGG \$
		☐ ANY AUTO				
E	X	EXCESS/UMBRELLA LIABILITY	BR018172012	10/29/12	10/29/14	EACH OCCURRENCE \$ 1,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
		☐ DEDUCTIBLE				\$
		RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20030823	08/23/13	08/23/14	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
D		PROFESSIONAL LIABILITY	EO000013438-03	03/29/13	03/29/14	LIMIT: 1,000,000 OCC AGG: 1,000,000

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

LAND SURVEYOR

Certificate Holder is named as additional insured and a waiver of subrogation will apply.

CERTIFICATE HOLDER

HIDALGO COUNTY
Attn: Purchasing Department
2812 S. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 5th day of November, 2013, by and between Hidalgo County, Texas acting by and through its Urban County Program (hereinafter called the "Party") and CVQ Land Surveyors,LLC (hereinafter called the "Surveyor").

WITNESSETH:

WHEREAS, the Party requires "Surveying Services" for Penitas Drain Project located within **Hidalgo County Precinct No. 3**, and

WHEREAS, the Party has received funds from the Texas General Land Office to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate state funds to meet the liabilities under this Agreement; and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Party and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to the Party "Surveying Services" for and in connection to the: **Penitas Drain Project** located within **Hidalgo County Precinct No. 3**, as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor".

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of two (2) months effective on **November 5, 2013** and expiring on **January 5, 2014** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for the Project.

The Party assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the Party for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Party reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the Party agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the Party and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such

receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of the written notice to proceed, the Surveyor shall undertake and complete the authorized work. The Party or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the Party or at other agreed upon locations.

6. Inspection of Work. The Party has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The Party retains the right to reject any such amendment proposed by the Surveyor unless the Party finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Surveyor, the Party shall require the Surveyor to correct the work at no cost to the Party and without amendment to the agreement. If the changes are made at the request of the Party and are not due to errors of the Surveyor, the Party will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If

payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the Party in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Party or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Party without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the Party under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County and Party policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County, Texas civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The Party may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for the Party in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, '100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. Conflict. 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 agreement, 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.

15. Termination by Party. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Party, or if Surveyor fails to comply with any conditions in this Agreement, then Party shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by Party 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.

17. Entire Agreement. This Agreement contains the entire agreement between the

parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Party and Surveyor, and not otherwise.

18. Venue. 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.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify Party from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. 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 Party: Hidalgo County Urban County Program
Attention: Diana R. Serna
3304 W Alberta Road
Edinburg, Texas 78539

If to Surveyor: CVQ Land Surveyors, LLC.
Attention: Carlos Vasquez, R.P.L.S.
P.O. Box 5066
McAllen, Texas 78502
Office (956) 618-1551

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.

22. Execution of 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.

23. Binding Agreement. 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.

24. Gender. 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

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

26. Commitment of Current Revenues. In the event that, during any term hereof, the Party does not appropriate sufficient funds to meet to the obligations of this Agreement, the

Party may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The Party agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the Surveyor and the Party have caused this Agreement for Professional Services to be effective as of the _____ day of _____, 2013.

BY:

Carlos Vasquez, R.P.L.S.

Firm Name: CVQ Land Surveyors LLC
Address: P.O. Box 5066
City/ST/ZIP: McAllen, TX 78502
FED ID #/SS #: 26-0152586

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

(seal)

Notary - Signature

County of Hidalgo Urban County Program:

Witness

Diana R. Serna, UCP Director

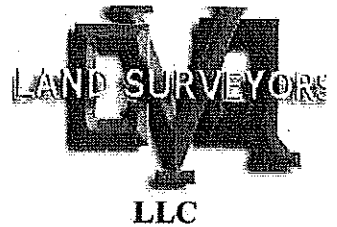
Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain on 2/28/2013

ATTACHMENTS:

EXHIBIT A - Scope of Services to be provided by the Surveyor
EXHIBIT B - Surveying Rate Schedule

EXHIBIT "A"

Scope of Services to be provided by the Surveyor



October 25, 2016

HIDALGO COUNTY
PURCHASING DEPARTMENT
2812 S. Bus. 281
Edinburg, Texas 78539

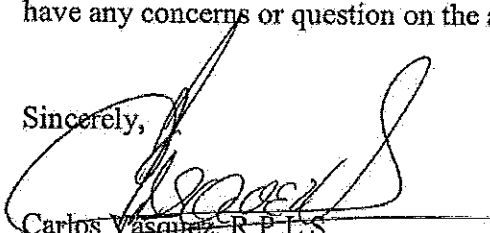
Ref.: Prepare ROW map and parcel plats with metes and bounds description on
nine (9) parcel for the Peñitas Drain Project, Peñitas, Texas

Miss Serna:

Following is the brake down of the cost to perform a ROW survey on the above project is
a lump sum of \$ 21,600.00. (\$2400.00/Parcel)

This project will deliver within 25 working days from the order to proceed. If you should
have any concerns or question on the above, please call me.

Sincerely,



Carlos Vasquez, R.P.L.S.
CVQ Land Surveyors, LLC

EXHIBIT "A"

CVQ Land Surveyors, LLC

Services to be provided by the Surveyor

BOUNDARY SURVEYS

The location and marking of property corners, boundary lines and/or easements of a tract of land, including the necessary deed research, filed work, computations and analysis of the finding to establish the boundary as per rules and regulations of Texas Board of Professional Land Surveyors.

ROW SURVEYS

A boundary survey of a proposed roadway by creating an overall right-of-way map, parcel plats, metes and bounds and lot reports of each parcel of the proposed roadway or easement, for all the individual tracts of land that the proposed roadway or easement will traverse through.

CONTROL SURVEY

Establish Horizontal and Vertical control to be used for boundary and topographic Surveys, construction staking and aerial photography and related purposes.

CONSTRUCTION STAKING

Support by locating the location of proposed improvements for roads, buildings, parking lots, pipelines, drain ditches, etc. as per proposed plans.

TOPOGRAPHIC SURVEYS

Location of existing improvements and elevation of a tract of land.

As-BUILT SURVEYS

Verification and locations of all improvements and elevations of tract of land.

UTILITIES SURVEYS

Survey to establish XYZ locations of existing utilities.

EXHIBIT “B”
Surveying Rate Schedule

CVQ Land Surveyors, LLC
Surveying Hourly Rate Schedule

PRINCIPAL	\$ 220.00
R.P.L.S.	\$ 165.00/hr
Survey Technician	\$ 120.00/hr
Three (3) Men Crew	\$ 150.00/hr
Two (2) Men Crew	\$ 110.00/hr
CAD Technician	\$ 85.00/hr
Administration	\$ 60.00/hr
Research	\$ 50.00/hr

NON-LABOR will be charge at cost + 10%

AI-41376

Urban County 9. G.

CC REGULAR

Meeting Date: 11/05/2013

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 professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Alamo, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) City of Alamo – Water/Sewer Improvements funds.

Professional Service Firm	Grade	Ranked
Quintanilla, Headley & Associates	97.67%	
R. Gutierrez Engineering	93%	
R.E. Garcia Engineering	88.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm for a Urban County Program Year 26 (2013) City of Alamo - Water/Sewer Improvements project.

BACKGROUND

The three professional engineering firms rated from the county's approved "pool" are: (1) Quintanilla, Headley & Associates, (2) R. Gutierrez Engineering, and (3) R. E. Garcia Engineering for City of Alamo – Water/Sewer Improvements project.

Funds Available: \$248,900.00

YR 26 (2013) Water/Sewer Improvements

Attachments

Agenda backup

Form Review

Inbox
Budget & Management
Purchasing Department

Reviewed By
Obdett Calzada
Monica Badillo

Date
10/22/2013 03:42 PM
11/01/2013 04:55 PM
Started On: 10/22/2013 03:00 PM

Form Started By: Mary Flores

Final Approval Date: 11/01/2013

City of Alamo
Professional Engineering Services
Water/Sewer Improvements Project
Years 26 (2013)
Grading-Ranking Grid

Criteria	Quintanilla, Headley & Associates			R. Gutierrez Engineering			R.E. Garcia Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	20	19	20	20	20	15	20
Experience of Project Team/Ability to Commit Resources	25	25	23	24	20	23	24	25	12
Methodology/Experience/Availability of Project manager	20	20	18	18	20	16	17	20	12
Understanding of Project/Similar Projects	24	24	25	24	23	25	24	20	25
Familiarity with Applicable Rules & Regulations	9	10	10	10	10	10	10	10	10
TOTALS	98	99	96	95	93	91	97	90	79
AVERAGES	293÷3=97.67%			279÷3=93%			266÷3=88.67%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

OCT -4 2013

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		98

Firm/Participant's Name: Quintanilla, Headley & Associates
 Evaluator: Jaime S. Sandoval Department: CPD
 Project Name: 2013 Water/Sewer Improvements Date: 10-4-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 10
Total Score		99

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc

Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: Alamo 2013 Water/Sewer Improvements Date: 10/16/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria,		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	3
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: No appendix included in SOQ; meets criteria		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: appendix not included; firm meets criteria		TOTAL 18
firm has performed various projects with Hidalgo County		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate; and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		96

Firm/Participant's Name: Quintanilla, Headley & Associates

Evaluator: [Signature] Department: Purchasing Dept

Project Name: City of Alamo W/S Improvements Date: 10/10/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

OCT 24 2013

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	9
Comments/Rationale For Points:		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		95

Firm/Participant's Name: R. Gutierrez Engineering
 Evaluator: Jaime S. Sandoval Department: CPD
 Project Name: 2013 Water/Sewer Improvements Date: 10-4-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	5
Comments/Rationale For Points: <i>Meets most criteria, but because of workload has problems completing work efficiently and on time</i>		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: <i>Meets most criteria, but needs to improve on gathering information to complete work efficiently</i>		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 10
Total Score		93

Firm/Participant's Name: R. Gutierrez Engineering Corporation

Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: Alamo 2013 Water/Sewer Improvements Date: 10/16/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	3
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: No appendix included; meets criteria with composition & reporting responsibilities		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: appendix not included		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		91

Firm/Participant's Name: R. Gutierrez Engineering

Evaluator: [Signature] Department: Purchasing Dept

Project Name: City of Alamo W/S Improvements Date: 10/10/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

08/04/2013

02

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points:		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		77

Firm/Participant's Name: RE Garcia & Associates
 Evaluator: Jaime S. Sandoval Department: CPD
 Project Name: 2013 Water/sewer Improvements Date: 10-4-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: <i>Did Not include organizational chart</i>		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	5
➤ Identifying the project composition, project leadership, reporting responsibilities	10	10
➤ Experience of engineering staff to completely and efficiently perform the work.	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Needs to provide more information overall AND RFQ responses are not clear or well organized</i>		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: <i>Meets all criteria</i>		TOTAL 10
Total Score		90

Firm/Participant's Name: R.E. Garcia & Associates

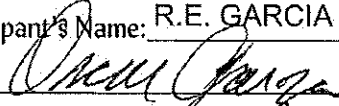
Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: Alamo 2013 Water/Sewer Improvements Date: 10/16/13

**EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV**

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➤ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	2
➤ Identifying the project composition, project leadership, reporting responsibilities	10	5
➤ Experience of engineering staff to completely and efficiently perform the work.	10	5
Comments/Rationale For Points: No appendix form included as required; not clear with project composition and reporting responsibilities for proposed project		TOTAL 12
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	2
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Firm meets Criteria and has performed various projects with Hidalgo County, no appendix included as required in SOQ		TOTAL 12
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm is familiar with Rules & Regulations meets criteria		TOTAL 10
Total Score		79

Firm/Participant's Name: R.E. GARCIA & ASSOCIATES

Evaluator:  Department: Purchasing Dept

Project Name: City of Alamo W/S Improvements Date: 10/10/13

AI-41571

Closed Session 16. E.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-2508-13-C; Lidia Flores v. Hidalgo County, David Esquivel and Sylvia Esquivel

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 02:57 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013 02:02 PM
	Final Approval Date: 11/01/2013	

AI-41575

Closed Session 16. F.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0664-13-I; Iris Judith Serna, Rogelio Castillo Saldana v. County of Hidalgo

BACKGROUND

Also, as you know, trial in this case is set for December 9, 2013. The deadline to conduct mediation is November 8, 2013. We have been approached by Plaintiffs' counsel and he is suggesting we mediate this case on October 30, 2013, at 1:30 p.m. with Mediator Alfred Denham. Mr. Denham is tentatively holding the date for us. However, we need to confirm as soon as possible. Please provide us with your availability to attend mediation on October 30th at 1:30 p.m. at your earliest opportunity. Thank you

Mary Rodriguez
Legal Assistant
THORNTON, BIECHLIN, SEGRATO,
REYNOLDS & GUERRA, L.C.
418 East Dove Avenue
McAllen, Texas 78504
Tel. (956) 630-3080
Fax (956) 630-0189
mrodriguez@thorntonsfirm.com

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 03:38 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013
	Final Approval Date: 11/01/2013	

AI-41611

Closed Session 16. G.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C#13-10-16461-CV; State of Texas vs. Elizabeth Moya

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 03:36 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 11/01/2013 03:22 PM
	Final Approval Date: 11/01/2013	

AI-41523

Closed Session 16. H.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Subrogation Claim as against Juan Jose Prado and Erasmo Luna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/30/2013 03:12 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/30/2013 10:24 AM
	Final Approval Date: 11/01/2013	

AI-41525

Closed Session 16. I.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Karina A. Bocanegra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/30/2013 03:55 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/30/2013 10:28 AM
	Final Approval Date: 11/01/2013	

AI-41601

Closed Session 16. J.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Karina Pena

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 02:29 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Aida Alvarez		Started On: 11/01/2013 02:25 PM
	Final Approval Date: 11/01/2013	

AI-41569

Open Session 17. C.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Domain

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 02:58 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013
	Final Approval Date: 11/01/2013	

AI-41531

Open Session 17. D.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause #C-1529-08-1; Dyer v. Hidalgo County & TXDOT

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/30/2013 03:12 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/30/2013 10:49 AM
	Final Approval Date: 11/01/2013	

AI-41572

Open Session 17. E.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-2508-13-C; Lidia Flores v. Hidalgo County, David Esquivel and Sylvia Esquivel

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 02:57 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013 02:03 PM
	Final Approval Date: 11/01/2013	

AI-41576

Open Session 17. F.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0664-13-I; Iris Judith Serna, Rogelio Castillo Saldana v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 03:38 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/31/2013
	Final Approval Date: 11/01/2013	

AI-41612

Open Session 17. G.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C#13-10-16461-CV; State of Texas vs. Elizabeth Moya

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 03:36 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 11/01/2013 03:23 PM
	Final Approval Date: 11/01/2013	

AI-41524

Open Session 17. H.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Subrogation Claim as against Juan Jose Prado and Erasmo Luna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/30/2013 03:12 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/30/2013 10:25 AM
	Final Approval Date: 11/01/2013	

AI-41527

Open Session 17. I.

CC REGULAR

Meeting Date: 11/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Karina A. Bocanegra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/30/2013 03:55 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Monica Badillo		Started On: 10/30/2013 10:29 AM
	Final Approval Date: 11/01/2013	

AI-41602

Open Session 17. J.

CC REGULAR

Meeting Date: 11/05/2013

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Karina Pena

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 02:29 PM
Purchasing Department	Monica Badillo	11/01/2013 04:55 PM
Form Started By: Aida Alvarez		Started On: 11/01/2013 02:26 PM
	Final Approval Date: 11/01/2013	