



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
February 18, 2014
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. County Judge's Office:**
 - A. AI-43189** Resolution in Honor of the Mission High School FFA Parliamentary Procedure Team for Winning the Silver Medal Emblem Award at the 86th Annual National FFA Convention
 - B. AI-43188**
 1. Approval of appointment of interns from Business, Education, and Technology Academy in Edinburg:
Valeria Fernanda Sanches - Marentes
Samantha A. Mendoza
 2. Authorization for County Judge to sign Affiliation Agreement for Internship-Preceptorship Program
- 6. 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 other ongoing county owned building construction and renovation repair projects
 - 3) Emergency situations occurring since last agenda meeting

- C. **AI-43119** 1. Approval to accept settlement agreement from State Farm Insurance Company in the amount of \$6,766.11 to settle total loss auto accident with County vehicle. (Sheriff Office)

 2. Approval to authorize Valde Guerra, Commissioners' Court Executive Officer, to sign Power of Attorney forms for title purposes to settle total loss auto claim with State Farm Insurance Company.

- D. **AI-43190** Acceptance of settlement check in the amount of \$4,106.28 in connection with Subrogation Claim Against Noe Vela Castillo

- E. **AI-43217** Requesting approval to authorize/appoint Luciano Garza as volunteer intern

7. **Constables:**

- A. **AI-43021** Constable Pct. #3
Requesting approval and authorization to submit the Chapter 59 Asset Forfeiture Report for FY2013 as required by the Texas Attorney General.

- B. **AI-43030** Constable Pct. 3:
Requesting authorization for the County Judge to execute the FY 2013 Equitable Sharing Agreement and Certification Report - Hidalgo County Constable Precinct 3

- C. **AI-43139** **CONSTABLE PCT 4:**

Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Date	Invoice Amount
Lexis Nexis	12802H-20131130	11/30/2013	\$174.00
Lexis Nexis	12802H-20131231	12/31/2013	\$174.00

8. **Human Resources - Esther Cortez:**

- A. **AI-42951** Sheriff's Office- Jail Commissary (2102):
 - 1. Approval to create one (1) new full time position as follows:

Action	Dept/Program	Slot#	Position Title	Proposed Budgeted Salary
--------	--------------	-------	----------------	--------------------------

Create	280-015	014	Clerk III	\$26,014.00
--------	---------	-----	-----------	-------------

2. Approval of revised salary schedule.

B. AI-43018 District Clerk (1100):

1. Approval of the following personnel actions:

<i>Action</i>	<i>Slot No.</i>	<i>Position Title</i>	<i>Proposed/ Budgeted Salary</i>
Delete	0007	Accountant III	\$47,703.00
Create	0078	Deputy District Clerk Supervisor	\$39,108.00

2. Approval of revised salary schedule.

C. AI-43013 Budget and Management (1100):

1. Approval of the following personnel actions:

<i>Action</i>	<i>Dept/Program</i>	<i>Slot No.</i>	<i>Position Title</i>	<i>Proposed / Budgeted Salary</i>
Delete	115-001	0012	Comm Court Agenda Coord	\$40,898.00
Create	115-001	0032	Administrative Assistant I	\$24,929.00

2. Approval of revised salary schedule.

9. Sheriff's Office:

- A. AI-42942** Requesting approval to process invoice# 0174 for Coronado Wrecking Storage in the amount of \$300.00 as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

10. Tax Office - Paul Villarreal:

- A. AI-42965** Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of Progreso for Scofflaw vehicle registration denial services.
- B. AI-43015** Presentation for consideraton, discussion and approval of Amendment One to Lease Between the County of Hidalgo and the State of Texas Registration and Title Systems (RTS) information Resources and Support to include the use of Remote Sticker Printing Systems (RSPS) to reflect equipment at the Tax Office located in the new Administration Building in Edinburg. Requisition# 251408.

- C. **AI-42969** Presentation for discussion, consideration, and approval of a new Car Dealer Agreement between Hidalgo County and Penske Automotive Group (PAG McAllen T1, LLC dba Frank Smith Toyota and PAG McAllen H1, LLC dba Frank Smith Hyundai). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license registration stickers and license plates.

11. Health & Human Services Department - Eddie Olivarez

- A. **AI-43127** Requesting approval of the Interlocal Cooperation Agreement between City of McAllen and Hidalgo County. (The purpose of the Agreement is to provide the South Texas Hurricane conference for personnel who respond and provide services in cases of emergencies involving hurricanes and other potential public calamities.)
- B. **AI-43017** Approval of "Summary of our Business Ethics Program Compliance Policy Manual" between Mission Hospital, Inc. and Hidalgo County.
- C. **AI-42923** Approval to pay claim to Mid Valley Cemetery Inc, Invoice #18 in the amount of \$1,600.00 for date of service 1/15/14.

D. Health Care Funding District:

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

E. Indigent Health Care Program:

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

12. Fire Marshal's Office - Juan Martinez:

- A. **AI-43001** Requesting permission to allow Fire Marshal Juan Martinez to attend the 2014 International Training Conference for Fire & Arson Investigators in Las Vegas, Nevada on April 13-18, 2014. Meals-Requisition#251341
Airfare-Requisition#251312 Registration-Requisition#251317
Hotel-Requisition#251298

13. Urban County - Diana Serna:

- A. **AI-42974** Requesting approval of a program amendment for Hidalgo County Urban County Program for the City of Alton, the proposed program amendment is for the Fiscal Years 22, 23, 24 & 25 (2009, 2010, 2011, 2012) work plans. The Program Amendment will create a Fire Station/Equipment line item to allow for purchase of equipment for the Alton Fire Department.

- B. **AI-43136** 1. Requesting acceptance and approval of **Work Authorization No. 1** through agreement # C-13-243-08-27 (with an estimated cost of \$3,548.00) as submitted by Millennium Engineers Group Inc. for Geotechnical Engineering Services for Old La Blanca Road (from Mile 9 Road to Mile 10 Road), utilizing CDBG FY 26 (2013) Pct. 1 Street Improvements funds.
- 2. Requesting acceptance and approval of **Work Authorization No. 2** through agreement # C-13-243-08-27 (with an estimated cost of \$7,185.50) as submitted by Millennium Engineers Group Inc. for construction material testing for Victoria Road (from W. Business 83 to Stites Road), utilizing CDBG FY's 23 & 25 (2010 & 2012) Pct. 1 Street Improvements funds.
- C. **AI-43137** Urban County Program on behalf of the City of Weslaco is requesting approval of Amendment No. 1 to the existing contract agreement for professional engineering services with LeFevre Environmental & Management Consulting, LLC. The amendment will modify the plans and specifications to meet the request of the Hidalgo Cameron County Water District No. 9, by realigning the proposed recycle line to run parallel to an existing recycle line and within the proposed 10 ft. utility easement. The fee will increase by \$7,460.00 for the Water/Sewer Improvements project for FY's 24 & 25 (2011 & 2012).

14. Precinct #2 - Comm. H. Palacios:

- A. **AI-43027** Requesting acceptance and approval of Work Authorization No.9 (with an estimated cost of \$11,378.00) as submitted by Millennium Engineers Group, Inc., Contract #C-13-185-06-18, for Construction Materials Engineering Services for Hidalgo County Precinct No. 2, Equipment Compound and Maintenance Facility project (building).

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

- A. **AI-43200** Right of Way:
Approval of land acquisition from Arturo & Phyllis Rodriguez - Alberta Drain, Parcel 2
- B. **AI-43129** Requesting approval to process the following invoice as a claim with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

<u>Vendor</u>	<u>Invoice No.</u>	<u>Amount</u>
Anrige, Inc	01-143247	\$630.00

16. Budget & Management - Sergio Cruz:

- A. **AI-42967** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of \$6,928.83 (Second Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

B. Budget Appropriations:

1. **AI-43158** Pct. #1 R&B (1200):
Approval of 2014 appropriation of funds into Precinct No.1 Road Maintenance (program 005) in the amount of \$35,935.43.

17. 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-42939** Requesting authority to publish an RFQ/P for a consultant for the procurement and purchase of electric energy provider for Hidalgo County when current agreement (through GLO's awarded provider, Reliant Energy) expires in 2015 with approval of procurement packet drafted by Purchasing (sent to V. Guerra/S. Cruz/J. Longoria for review and comment).
2. **AI-43156** Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the request for proposals received for the RFP No.: 2014-028-02-12-CGA-Placement, Housing, Detention and Supervision of Hidalgo County Inmates".
3. **AI-42940** Options for the procurement of publishing statutory and non-statutory advertisements:

A. Pursuant to AG-Opinion JC-0223, discussion and action for HCCC to define the term "newspaper of general circulation" as contained in the Texas Government Code statute 2051.044 more specifically to mean:

a. A newspaper that reaches all areas of Hidalgo County? **YES** ___; **NO**

b. A newspaper that publishes everyday so as to accommodate publication of Public Hearings (as statutes require CC) to encourage public involvement and also meet deadlines such as 14 days prior to said public

hearings? **YES** __ ; **NO** ____

c. A newspaper that publishes on weekends to attempt to reach as many readers/residents/vendors/etc. to comply with statutory obligation to encourage competition in the procurement process. This requirement will also resolve those individuals that do not have internet or television exposure; **YES** __; **NO** ____

d. A newspaper that has web-page access on a continuous basis; **YES** ____; **NO** ____

B. If Item A approved as to definition of a "newspaper of general circulation", requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section 262.024(a)(7), "an item that can be obtained from only one source" as various/numerous State/Local Statutes, Administrative, Election, Family, Tax Codes, Etc. (i.e. Tx. Gov't. Code 2051, Tx. Local Gov't. Code 262.055, Tx. Admin. Code. etc.) and all Other Applicable Laws that dictate publication in a newspaper;

C. Requesting a "Sole Source Declaration" for The Monitor for the publication of statutory ads and/or notices qualifying under HCCC definition as a "newspaper of general circulation" and assigned NIGP commodity code #915-02;

D. Authority to purchase ad and/or notice space from The Monitor (through the requisition and Purchase Order established protocol) for as long as The Monitor continues as said Sole Source Provider;

E. Authority to solicit sealed quotes (on a 12 month basis as it appears that the \$50K threshold will not be exceeded for NIGP commodity code 915-71-Advertising) for the publication of all non-statutory newspaper ads or notices for Hidalgo County in a newspaper that qualifies under Tx. Gov't. Code 2051.044 (& not containing HCCC definition) with Purchasing to develop and draft specifications.

4. **AI-43155** A. Requesting exemption from competitive procurement requirements under Tx Local Gov't Code, Ch/Sect, 262.024(a)(4), a professional service;

B. Acceptance and approval of a letter of engagement with the Espinoza Law Firm for the provision of legal services for the Hidalgo County Civil Service Commission with a term of two (2) years with Hidalgo County's sole option to renew/extend for an additional two (2), one (1) year terms under the same rates, terms and conditions.

B. Pct. #2

1. **AI-42987** Consideration and approval of Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No.1 for the purchase and authorized transfer and inclusion of an asset, an Excavator (2004 Volvo EC 330 Short Boom Excavator) to Hidalgo County Precinct No.2 inventory in the amount of \$47,996.80.

C. Precinct #4:

1. **AI-43213**
 - a. Acceptance and approval of Amendment No.1 to WA#1 (to clarify and correct Exhibit B-Scopes of Services, Task 2 No. 2-will not have a sub-consultant for this project and correction to the Work Schedule with correct timeline) in connection to Agreement (C-13-132-06-25) with LeFevre Engineering & Management Consulting, LLC for the purposes of "job specific" PROJECT: Sunflower Road Park Project Ph I located within Hidalgo County Precinct No. 4.
 - b. Acceptance and approval of Amendment No.1 to WA#1 (to clarify and correct Exhibit D-Cost Proposal and to engage Rio Delta Surveying for sub-consulting services under Article 14 in connection to Agreement (C-13-132-06-25) with Perez Consulting Engineer, LLC for the purposes of "job specific" PROJECT: Curry Estates Drainage Improvements, located within Hidalgo County Precinct No. 4.

18. Open Forum

19. 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-43211** CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al
- D. **AI-43111** Claim of Diana Clark
- E. **AI-43169** Claim of Rene Rios
- F. **AI-43175** Claim of Clarissa Ruiz

20. Open Session:

- A. Real Estate Acquisition and appropriation for same
- B. Pending and/or potential litigation
- C. **AI-43212** CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

D. AI-43112 Claim of Diana Clark

E. AI-43171 Claim of Rene Rios

F. AI-43176 Claim of Clarissa Ruiz

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

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

23. **Adjourn**

AI-43189

County Judge's Office 5. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Honor of the Mission High School FFA Parliamentary Procedure Team for Winning the Silver Medal Emblem Award at the 86th Annual National FFA Convention

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 04:52 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Monica Badillo		Started On: 02/13/2014 04:45 PM
	Final Approval Date: 02/14/2014	

**RESOLUTION IN HONOR OF THE MISSION HIGH SCHOOL FFA PARLIAMENTARY
PROCEDURE TEAM FOR WINNING THE SILVER MEDAL EMBLEM AWARD AT
THE 86th ANNUAL NATIONAL FFA CONVENTION**

WHEREAS, The Texas Future Farmers of America (FFA) Association has over 100,000 FFA Members and over 1,000 FFA Chapters in the State; the Mission High School FFA was selected as the number one Parliamentary Procedure Team in the State of Texas and represented Hidalgo County at the 86th Annual National FFA Convention in Louisville, Kentucky; and

WHEREAS, the Mission High School FFA Parliamentary Procedure Team had an excellent performance at the convention placing 3rd in the preliminary round of the competition and earned the Silver Medal Emblem Award for their overall presentation in the entire competition, and at the same competition, individual team members earned numerous awards for their outstanding performance and scores on the Parliamentary Procedure Examination; and

WHEREAS, before reaching such a prestigious rank in the nation, the team of eight Mission High School students went undefeated in Parliamentary Procedure at the District, Regional, State Semi-Finals and State Finals achieving many firsts for the team including; first State Champions in Parliamentary Procedure from the Rio Grande Valley; first FFA Team invited to perform in the Senate Chambers at the State Capital in Austin, the Texas State Board of Education in Austin and at the Texas FFA Leadership Center in Austin; and

WHEREAS, The Mission FFA Parliamentary Procedure Team Members are; President Vanessa Calderon, Secretary Johanna Jimenez, Members Jose Calderon, Rolando Hinojosa, Alyssa Flores, Itzel Lopez, Sebastian Martinez, and Christopher Venecia, Advisors are; Mr. Benito Garza and Mr. Rolando Garza. At the National Convention five of the team members, Vanessa, Jose, Johanna, Alyssa and Rolando, earned an Accredited Parliamentarian (AP) certification by the Society of Agricultural Education Parliamentarians by which very few participants received this honor.

NOW, THEREFORE BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors the Mission High School FFA Parliamentary Procedure Team for achieving such prestigious awards and for being a champion team in the community of Hidalgo County, the State of Texas, and the United States.

Approved this 18th day of February, 2014.

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.
County Clerk

AI-43188

County Judge's Office 5. B.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval of appointment of interns from Business, Education, and Technology Academy in Edinburg: Valeria Fernanda Sanches - Marentes
Samantha A. Mendoza
2. Authorization for County Judge to sign Affiliation Agreement for Internship-Preceptorship Program

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

No Budgetary impact

Attachments

1
3
2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 04:52 PM
Manuel Chapa	Manuel Chapa	02/14/2014 08:12 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Monica Badillo		Started On: 02/13/2014 04:43 PM
	Final Approval Date: 02/14/2014	

January 14, 2014

Ms. Hilda Salinas, Volunteer Coordinator
Office of Honorable County Judge Ramon García
Hidalgo County Courthouse
Volunteer Student Internship Program
Edinburg, TX 78539

RE: BETA Interns: Samantha Mendoza, Valeria Sanchez

Dear Ms. Salinas

At South Texas Business Education & Technology Academy (BETA), we strive to provide relevant real life experiences for our students that extend beyond the classroom. The Career and Technical Education Committee (CTE), with the cooperation of exemplary local businesses, are in the process of establishing a program that will create hands-on experiences for our students.


Our goal is to place senior level business and technology students in short term career-shadowing positions which enable our highly motivated students to gain practical real world experience. It is our belief that this program will enrich the classroom experience and facilitate understanding of sound business and technology practices.

BETA works synergistically with the BETA Advisory Committee (BAC) which is comprised of business professionals who are committed to enriching curriculum. Together, we keep abreast of current trends and technological advances within the business community and reflect these trends in our academic tracks. Our business track currently includes rigorous courses in management, business law, and accounting. Our technology track includes rigorous courses in digital graphics and animation, web technology, and computer science.

We truly appreciate the internship-placement of our students with our County government offices. This career-training will be a strong educational investment for both Samantha and Valeria.

On behalf of South Texas BETA, thank you for your time and consideration of our program.

Sincerely,



Magdalena Gutierrez, Principal
Career and Technical Education Committee
BETA Advisory Committee



SOUTH TEXAS I.S.D.
BUSINESS EDUCATION TECHNOLOGY ACADEMY
510 S. SUGAR ROAD • EDINBURG, TX 78539
(956) 383-1684 FAX (956) 383-8544 • www.beta.stisd



SOUTH TEXAS I.S.D.
BUSINESS EDUCATION TECHNOLOGY ACADEMY
510 S. SUGAR ROAD • EDINBURG, TX 78539
(956) 383-1684 FAX (956) 383-8544 • www.beta.stisd.net

B.E.T.A. Administration:

Ms. Magdalena Gutierrez, Principal
Mrs. Miriam Valenzuela, Assistant Principal
Mrs. Jeanette Nino, Assistant Principal
Mr. Mario Garcia, Counselor
Mrs. Julie Ramos, Counselor
Ms. Cristina Sprawls, Counselor

S.T.I.S.D. Administration:

Dr. Marla Guerra, Superintendent of Schools
Mr. Jeff Hembree, Deputy Superintendent
Marla Knaub., Chief Financial Officer

Ms. Nashla Showery~Stowe, Business/Technology Internship Coordinator

Endorsed by:

Community RGV Leaders that serve on our BETA Advisory Committee:

Ms. Judy McClelland, Director, South Texas Historical Museum



Honorable Judge Leticia Lopez, 389th Judicial District Court
Dr. Joseph Rogé, UTPA, CIS Retired-Associate Professor
Dr. Janice Butler, UTB/TSC, Curriculum Instruction



Mr. Adolfo Lozano, STC/Chair, Information Technology
Mr. Rick and Laurie Ruiz, "Ruiz & Oliver Advertising"
Dr. Teo Ozuna, UTPA Dean/College of Business Administration



South Texas Independent School District

Career and Technical Education

"Preparing Leaders for the 21st Century."

AFFILIATION AGREEMENT FOR INTERNSHIP-PRECEPTORSHIP PROGRAM

The BETA campus of South Texas ISD's all Magnet School District presents this contract –of- agreement for the training of un-paid Senior Interns in the Business and Technology Tracks. This program presents a great benefit to site-locations of the lower Rio Grande Valley with prepared students interested in careers of Business and Technology.

The intent of on-site learning experiences is to provide students opportunities that will contribute growth to their desired careers and higher learning; as well as, to aid in making wise career choices for their future.

This agreement is between South Texas Business Education Technology Academy, hereinafter referred to as BETA and your organization COUNTY OF HIDALGO, TEXAS hereinafter referred to as the Affiliate.

This agreement shall become effective immediately upon execution by all parties. This agreement may be cancelled at any time upon the written request of either party. This agreement is to be evaluated and reviewed annually by both parties, and revisions shall be made, as they are deemed necessary.

1. Joint Responsibilities

- a. Both parties shall cooperate to provide students with a proper learning opportunity.
- b. Both parties shall agree on the number of students receiving preceptorship at the Affiliate with consideration given to the number of preceptorship sites available.

2. Responsibilities of BETA

- a. Instructors and students of BETA shall abide by the policies of the Affiliate while using its facilities.
- b. BETA shall continually instruct and emphasize to the instructors and students, the importance of respecting the confidential nature of all information which may come to them with respect to the Affiliate members and records with which they work.
- c. BETA instructors and students shall sign the affiliate's Internship Agreement and Waiver of Liability, fully incorporated by reference here and attached as Exhibit "A", in addition to providing evidence of liability insurance for BETA instructors and students on a yearly basis.
- d. BETA shall evaluate and counsel students with regards to performance.
- e. BETA shall assume responsibility for administrative functions related to students, attendance, and evaluation sheets.

- f. BETA instructors and students shall be subject to all policies, rules and regulations pertaining to regular employees of the Affiliate.

3. Responsibilities of the Affiliate

- a. The Affiliate shall, as deemed appropriate, permit said student/s to observe and/or assist in department routines and procedures under direct supervision of licensed or qualified employees of the facility.
- b. The Affiliate agrees to assist the program by providing through its supervisory personnel, assistance with attendance and evaluation sheets, at intervals to be agreed upon.
- c. The Affiliate shall inform its professional staff of its participation in the various preceptorship sites.
- d. The Affiliate shall orient BETA faculty to their facilities and policies.
- e. The Affiliate reserves the right in its absolute and sole discretion to refuse its facilities and services to any instructor or student who does not meet the professional standards proposed by the Affiliate.
- f. This program agreement is subject to all terms and conditions of the Hidalgo County Internship Policy, fully incorporated by reference here and attached as Exhibit "A", and this Affiliation Agreement. In the event of a conflict, the Hidalgo County Internship Policy shall supersede this agreement.

South Texas Independent School District

Marla M Guerra Date: 2-7-14
Dr. Marla Guerra, S.T.I.S.D. Superintendent

Magdalena Gutierrez Date: 2-7-14
Magdalena Gutierrez, BETA Principal



South Texas Independent School District

Career and Technical Education

"Preparing Leaders for the 21st Century."

THE COUNTY OF HIDALGO, TEXAS


Ramon Garcia, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney



CERTIFICATE OF LIABILITY INSURANCE

SOUT-60

OP ID: CP

DATE (MM/DD/YYYY)
12/12/13

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

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

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 R. Raul Cabaza, III	956-682-2841	CONTACT NAME: Cris Palacios
	956-630-4015	PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015
		E-MAIL ADDRESS: cpalacios@swkins.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Markel Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED **South Texas Ind School Distric**
100 Med High Drive
Mercedes, TX 78570

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Accident Insurance			4102AH3207219-6	12/11/13	12/11/14	Med Expen \$25000 Aggr AD&D 5,000

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

CERTIFICATE HOLDER**CANCELLATION****EVIDENC**

For Evidence of Insurance Only

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.

SOUTH TEXAS ISD 2013-2014 A/B CALENDAR

A DAYS

Board Approved

July 2013							August 2013							September 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
October 2013							November 2013							December 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Holidays	First Day of Instruction August 26	Staff Development (4)
September 2 Labor Day	Last Day of Instruction June 6	August 20, 21, 22
October 14 Columbus Day		January 7
November 27-29 Thanksgiving		Staff Preparation (3)
Dec. 23-Jan. 3 Christmas		August 23
February 17 President's Day		January 6
March 10-14 Spring Break		June 7
April 18 Easter Break		New Teacher Induction (2)
May 26 Memorial Day		August 16, 19
		Credit by Exam Test Dates
		Nov. 19-21 and June 10-12
Weather Make-Up Days (2)	Monthly Payday	226 Non-Contract Days
February 17	July 25 Nov. 25 Mar. 25	July 1-12, 2013 and June 26-27, 30, 2014
May 26	Aug. 23 Dec. 20 Apr. 25	State Student Assessment Days
	Sep. 25 Jan. 24 May 23	
	Oct. 25 Feb. 25 June 25	

January 2014							February 2014							March 2014						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1						1		
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	23	24	25	26	27	28	29	
													30	31						

April 2014							May 2014							June 2014						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					

The first semester has 80 instructional days and the second semester has 100 instructional days (180 total). STISD Board Approved on April 23, 2013.

South Texas ISD
Business Academy, Education Academy, and Technology Academy (BETA)
An International Baccalaureate (IB) World School
Four-Year Course Sequence 2013 - 2014

9 th Grade	10 th Grade	11 th Grade	12 th Grade
English I Pre-AP or Pre-IB	English II Pre-AP or Pre-IB	English III AP or IB English HL Year 1	English IV AP or IB English HL Year 2
Algebra I Pre-AP or Pre-IB or Geometry Pre-AP or Pre-IB Algebra II Pre-AP	Geometry Pre-AP or Pre-IB or Algebra II Pre-AP or Pre-IB or Pre-Calculus Pre-AP or Pre-IB	Algebra II Pre-AP or Pre-Calculus Pre-AP or Calculus or Statistics AP IB Math Studies SL Year 1 or IB Mathematics SL Year 1	Pre-Calculus PAP Calculus AP or Calculus II AP or Statistics AP or Statistic & Risk Mgmt. IB Math Studies SL Year 2 or IB Mathematics SL Year 2
Biology Pre-AP or Pre-IB Chemistry Pre-AP	Chemistry Pre-AP or Pre-IB Physics Pre-AP or Pre-IB	Physics Pre-AP or IB Biology SL Year 1 IB Physics Year SL 1	Biology II AP or IB Biology SL Year 2 Chemistry II AP or Physics II AP or Physics IB SL Year 2 or Environmental Systems
World Geography Pre-AP or Pre-IB	World History Pre-AP or Pre-IB or World History AP	U.S. History AP IB History HL Year 1	Government AP (½ Credit) and Economics AP (½ Credit) IB History HL 2 Year
Spanish I or Spanish II Pre-AP or Pre-IB	Spanish II or Spanish III or Spanish III AP Language Pre-AP or Pre-IB/AP	Spanish III or Spanish III AP Language or IB Language B: Spanish SL Year 1	Spanish IV AP Literature IB Language B: Spanish SL Year 2
Fine Arts Pre-AP or Pre-IB (art, theater, music)	Speech (½ Credit) SAT Prep (½ Credit)	Foundation of Personal Fitness (½ Credit) Team Sports (½ Credit) IB Theory of Knowledge A (1/2 Cr)	Cross Track Elective Choice Virtual Business/Other CTE Course (1 Credit) IB Theory of Knowledge B (1/2 Cr)
Business Principles of Bus (1/2 CR) with BIM-Excel (1/2 Cr) and Money Matters (1/2 to 1 Cr)	Business Accounting 1 (1 Credit) DIM (1 Credit)	Business Business Law (1/2 Credit) with Human Res. Mgmt. (1/2 CR) Accounting 2 (1 Credit) or Banking and Finance IB Business Mgmt. HL Year 1	Business Practicum in Bus Mgmt.(2 CRS)) Or Accounting 2 (1 Credit) Statistics and Risk Mgmt. (1 Credit) Or IB Business Mgmt. HL Year 2
Education Principles of Education & Training (1/2 to 1 Credit) Dollars and Sense (1 Credit)	Education Digital and Interactive Media (1 Credit) Human Growth and Dev. (1 Credit)	Education Instructional Practice in Ed & Training (1 Credit) Child Guidance (1 Credit) or/and Dual IB Philosophy HL Year 1	Education Practicum in Education & Training (2 Credits) Ed Law (1/2 to 1 Credit) IB Philosophy HL Year 2
Technology Principles of Information Technology (1/2 to 1 Credit) Dollars and Sense (1/2 to 1 Credit)	Technology Computer Science I Pre-AP or Pre-IB (1 Credit) Digital and Interactive Media (1 Credit)	Technology Computer Science AP (1 Credit) Animation (1 Credit) Web Technologies (1 Credit) IB Film HL Year 1 IB Computer Science HL Yr. 1	Technology Research in IT Solutions Or IT Practicum (2 – 3 Credits) Adv. Animation (2 Credits) Web Design (1 Credit) Computer Science 3 IB Film HL Year 2 IB Computer Science HL Yr. 2
STISD Requirements: <ul style="list-style-type: none"> English, Math, Science, and Social Studies classes are required each of the four years. (Ex. Algebra 1 taken in junior high will require advance Math: Pre-Calculus, Calculus, Statistics, etc. in the 4th year). Campus Information: <ul style="list-style-type: none"> Once all track requirements and offerings are met, students will be allowed to choose from other track courses or other electives. 	Graduation Plans: Graduation Plans will be incumbent on new state exams STAAR/EOCs as well as course requirements. Additional IB Requirements: <ol style="list-style-type: none"> IB students will work collaboratively with a mentor to write the required "Extended Essay." ALL IB students will work on completing a community service project under the direction of our "Creativity, Action and Service", CAS 	Other CTE Electives: Journalism – (1 Credit) Jour. News 1, 2, or 3 (1 Credit) Jour. Yr. Bk. 1, 2 or 3 (1 Credit) Photojournalism (1 Credit) Touch System Data Entry (½ Cr) E-Commerce (1 Credit) Revenue Taxation & Regulation (1/2 to 1 Credit) Human Res Mgmt. (1/2-1 Credit) Securities & Invest (1/2-1 Credit) Financial Analysis (1 Credit) BIM (1 Credit) BIM 2 (1 Credit) Telecom & Networking 2 Credits) Principles of Arts, A/V Technology & Communication (1 Credit) Computer Maintenance (1 Credit)	Other Core Electives: Sociology/Psychology (½ Cr ea.) Reading 1 or 2 (1 Credit) Math Models (1 Credit) Research/Tech Writing (1/2 Credit) Mandarin Chinese I, II, or III (1 Cr) Humanities (1 Credit) Independent Study (½-1 Credit) Individual Sports /Health (½ Cr) Creative Technical Writing (1 Cr) Education Law (1/2 to 1 CR)

COUNTY OF HIDALGO

An Equal Opportunity Employer

Application for Employment

INSTRUCTIONS: ALL APPLICATIONS FOR EMPLOYMENT MUST BE MADE ON THIS FORM. APPLICANTS ARE URGED TO CONSIDER CAREFULLY AND UNDERSTAND FULLY EACH QUESTION. NEATNESS IS IMPORTANT. ALL INFORMATION SUBMITTED IS SUBJECT TO CLARIFICATION. A FALSE OR MISLEADING RESPONSE MAY RESULT IN DISQUALIFICATION FOR OR DISCHARGE FROM EMPLOYMENT, OR DISCHARGED FROM FUTURE EMPLOYMENT WITH THIS DEPARTMENT.

No action will be taken on this application until you have answered all questions. We consider applicants for all positions without regard to race, color, religion, creed, sex, citizenship, national origin, age, disability, marital or veteran status, or any other legally protected status.

Please print in black ink or type response

1. Position you are applying for: _____ Department: _____ Location: _____
 Unpaid Intern/Volunteer Human Resources Edinburg, TX

- Lowest acceptable salary: _____ Volunteer _____ per _____
 Sanchez-Marentes Valeria Fernanda

2. Name: _____
 (Last) (First) (Middle)
3. Address: _____
 2719 Leslie St. Edinburg 78539
 (Number) (Street or P.O. Box) (City) (Zip)
4. Home Telephone: _____ 956-720-4106 Cell /Other No: _____ 956-800-8228
5. Social Security No: _____
6. When will you be available to start work? _____ Upon consent from the Hidalgo County
7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). _____ Yes
8. Are you able to provide required proof of your eligibility to work in the U. S.? _____ Yes
9. Check all types of work you would accept:
 Full-Time Day Work Shift
 Temporary: Part-Time Night Work Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes No
 Do you have a G.E.D. certificate? Yes No

Name of high school:
 Location:

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received
South Texas College	McAllen		13	

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.
 Recreation Program Coordinator Training for forty hours per two weeks.

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? Yes or No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.
 Fluent in Spanish and English, Proficient Microsoft Office

DRIVING JOBS ONLY: Do you have a valid driver's license? Yes No
 Driver's license #: _____ Class of license: _____
 Has it been suspended or revoked in the last five (5) years? Yes No
 If yes, give details. _____

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:
 Recreation Program Coordinator

14. **WORK HISTORY:** BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From June 2012 to August 2013 Employer: Edinburg Parks and Recreation Department
 Employer's address: 315 E Palm Dr, Edinburg, TX 78539
 Telephone #: (956) 381-5631 Job Title: Recreation Program Coordinator
 Salary: 7.25 p/h Duties/responsibilities: In charge of organizing activities for different group age

 Reprimands, suspensions: _____
 Supervisor: Lauriano Aguirre Co-worker: _____
 Reason for leaving: Summer Job

[Dates] From _____ to _____ Employer: _____
 Employer's address: _____
 Telephone #: _____ Job Title: _____
 Salary: _____ Duties/responsibilities: _____

 Reprimands, suspensions: _____
 Supervisor: _____ Co-worker: _____
 Reason for leaving: _____

[Dates] From _____ to _____ Employer: _____
 Employer's address: _____
 Telephone #: _____ Job Title: _____
 Salary: _____ Duties/responsibilities: _____

 Reprimands, suspensions: _____
 Supervisor: _____ Co-worker: _____
 Reason for leaving: _____

[Dates] From _____ to _____ Employer: _____
 Employer's address: _____
 Telephone #: _____ Job Title: _____
 Salary: _____ Duties/responsibilities: _____

 Reprimands, suspensions: _____
 Supervisor: _____ Co-worker: _____
 Reason for leaving: _____

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. *****

15. Have you been fired or asked to resign from a job within the last five (5) years?
 YES NO
16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.
 YES NO
17. Have you ever been discharged from the Armed Forces under other than honorable conditions?
 YES NO
18. Are you working or have you ever worked for Hidalgo County?
 YES NO
19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.
 YES NO

20. Remarks or additional information. Please explain any "Yes" responses.

Certification: I certify that all the statements made in this application form are true, complete, and correct, to the best of my knowledge. I understand false information may disqualify me from further consideration for employment.

No questions on this application are intended to secure information to be used for discriminatory purpose, as the County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, citizenship, national origin, age, veteran or marital status, disability, or any other legally protected status.

I give my permission to the County to contact any of my former employers or references shown above to verify the information I have given. I authorize previous employers to release all records of my employment, including assessments of my job performance, ability and fitness. I release such persons and entities from legal liability.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand that I may be required to successfully pass a drug screening exam. I consent to a pre and/or post employment drug screen as a condition of employment.

I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.

Valeria Sanchez
SIGNATURE OF APPLICANT

January 8, 2014

DATE

COUNTY OF HIDALGO

An Equal Opportunity Employer

Application for Employment

INSTRUCTIONS: ALL APPLICATIONS FOR EMPLOYMENT MUST BE MADE ON THIS FORM. APPLICANTS ARE URGED TO CONSIDER CAREFULLY AND UNDERSTAND FULLY EACH QUESTION. NEATNESS IS IMPORTANT. ALL INFORMATION SUBMITTED IS SUBJECT TO CLARIFICATION. A FALSE OR MISLEADING RESPONSE MAY RESULT IN DISQUALIFICATION FOR OR DISCHARGE FROM EMPLOYMENT, OR DISCHARGED FROM FUTURE EMPLOYMENT WITH THIS DEPARTMENT.

No action will be taken on this application until you have answered all questions. We consider applicants for all positions without regard to race, color, religion, creed, sex, citizenship, national origin, age, disability, marital or veteran status, or any other legally protected status.

Please print in black ink or type response

1. Position you are applying for: Unpaid Internship-Volunteer Department: Human Resources Location: Edinburg

Lowest acceptable salary: Unpaid per _____

2. Name: Mendoza Samantha Ali
(Last) (First) (Middle)

3. Address: 307 Flores Street Weslaco 78596
(Number) (Street or P.O. Box) (City) (Zip)

4. Home Telephone: 956-975-5840 Cell /Other No: 956-975-5840

5. Social Security No: [REDACTED]

6. When will you be available to start work? Upon consent of County Human Resources

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). Y

8. Are you able to provide required proof of your eligibility to work in the U. S.? Y

9. Check all types of work you would accept:

- Full-Time Day Work Shift
 Temporary: Part-Time Night Work Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes No
 Do you have a G.E.D. certificate? Yes No

Name of high school: Business, Education, and Technology Academy (BETA)
 Location: Edinburg, Texas

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received
UT Pan American	Edinburg	Polisci 2313	3	

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.
 Presented to STISD Board of Directors on 2012 Region IV FLC Seminar
 Organized South Texas ISD Recruitment Whole-Hearted "Scholarfest" Marathon
 Participated in Relay for Life Cancer Marathon
 Organized BPA Region IV Fall Leadership Conference (FLC) 2012, 2013

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? Yes or No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.
 Public Speaking and Presentations
 Professional Communication Skills
 Fluent in Spanish, speaking, reading, writing
 High efficiency in project organization and project management

DRIVING JOBS ONLY: Do you have a valid driver's license? Yes No
 Driver's license #: 36135939 Class of license: C
 Has it been suspended or revoked in the last five (5) years? Yes No
 If yes, give details. _____

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:
 Business Professionals of America (BPA) Local Chapter President, Past Local Chapter Secretary, Torch Award Diplomat Status, State Leadership Conference Voting Delegate, Regional President Campaign Manager

14. **WORK HISTORY:** BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From August 2011 to June 2012 Employer: Business Professionals of America (BPA)
 Employer's address: _____
 Telephone #: _____ Job Title: BPA Chairwoman
 Salary: Unpaid Duties/responsibilities: _____
Organized South Texas ISD Recruitment Whole-Hearted "Scholarfest" Marathon
 Reprimands, suspensions: _____
 Supervisor: Tara Pratt Co-worker: Shania Callaway
 Reason for leaving: _____

[Dates] From March 2013 to April 2013 Employer: _____
 Employer's address: _____
 Telephone #: _____ Job Title: Committee Member for first annual "PEARL Week"
 Salary: Unpaid Duties/responsibilities: _____
Building "Proud, Empowered, Assertive, Responsible, Leaders" for young women
 Reprimands, suspensions: _____
 Supervisor: Aissa Cantu Co-worker: Karla Villareal
 Reason for leaving: _____

[Dates] From August 2012 to July 2013 Employer: For the Kids (FTK)
 Employer's address: _____
 Telephone #: _____ Job Title: Founding member of local For The Kids chapter
 Salary: Unpaid Duties/responsibilities: _____
Volunteer for 18-hour "Dance-a-Thon" at UT San Antonio (FTK Fundraiser) to raise funds for pediatric cancer research
 Reprimands, suspensions: _____
 Supervisor: Jena Esquierdo Co-worker: Abraham Leal
 Reason for leaving: _____

[Dates] From _____ to _____ Employer: Relay for Life
 Employer's address: _____
 Telephone #: _____ Job Title: Relay for Life volunteer
 Salary: Unpaid Duties/responsibilities: _____
Participated in Relay for Life Cancer Marathon to raise funds for cancer research
 Reprimands, suspensions: _____
 Supervisor: Marzette Carrizales Co-worker: Marzette Carrizales
 Reason for leaving: _____

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. *****

15. Have you been fired or asked to resign from a job within the last five (5) years?
 YES NO
16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.
 YES NO
17. Have you ever been discharged from the Armed Forces under other than honorable conditions?
 YES NO
18. Are you working or have you ever worked for Hidalgo County?
 YES NO
19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.
 YES NO

20. Remarks or additional information. Please explain any "Yes" responses.

Certification: I certify that all the statements made in this application form are true, complete, and correct, to the best of my knowledge. I understand false information may disqualify me from further consideration for employment.

No questions on this application are intended to secure information to be used for discriminatory purpose, as the County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, citizenship, national origin, age, veteran or marital status, disability, or any other legally protected status.

I give my permission to the County to contact any of my former employers or references shown above to verify the information I have given. I authorize previous employers to release all records of my employment, including assessments of my job performance, ability and fitness. I release such persons and entities from legal liability.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand that I may be required to successfully pass a drug screening exam. I consent to a pre and/or post employment drug screen as a condition of employment.

I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.


SIGNATURE OF APPLICANT

01/08/2013

DATE

AI-43119

Comm. Court Executive Office 6. C.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement agreement from State Farm Insurance Company in the amount of \$6,766.11 to settle total loss auto accident with County vehicle. (Sheriff Office)

2. Approval to authorize Valde Guerra, Commissioners' Court Executive Officer, to sign Power of Attorney forms for title purposes to settle total loss auto claim with State Farm Insurance Company.

BACKGROUND

DOI: 12/19/13

Acct #: 4-1100-360-00-000-005-0-000

Attachments

State Farm Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 10:29 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Aida Alvarez		Started On: 02/10/2014 02:19 PM
	Final Approval Date: 02/14/2014	

January 21, 2014

Hidalgo County
PO Box 1356
Edinburg TX 78540-1356

Texas Auto Claims
PO Box 661036
Dallas TX 75266-1036

RE: Claim Number: 53-27V5-474
Date of Loss: December 19, 2013
Our Insured: Alex Comple
Vehicle: 2005 Ford Taurus
VIN: 1FAFP53U45A231105
Vehicle Mileage: 170070

To Whom It May Concern:

On January 21, 2014 we made an offer of the actual cash value of your vehicle to settle your total loss claim. Actual cash value is determined by the market, age, mileage, and the condition of your vehicle at the time the loss occurred.

To assist us in determining actual cash value, we consider information obtained by our representatives, information provided by you, vehicle valuation services, and other sources. If you have additional information you wish us to consider, or if you believe we have not correctly determined the actual cash value of your vehicle, please contact us.

The amount payable to you was determined as follows:

Actual Cash Value	\$6,766.11
Plus: Taxes	\$0.00
Title Transfer	\$0.00
Registration Fee	\$0.00
Destination Charges	\$0.00
 Subtotal:	 \$6,766.11
 Owner Retained Salvage	 \$1,127.97
 Total net payable to you vehicle, \$5,638.14	 \$6,766.11 if Stat Farm keeps the

Thank you for your assistance. If you have any questions, please contact us.



Power of Attorney/Odometer Disclosure

Claim Number: 53-27V5-474

KNOW ALL MEN BY THESE PRESENT, that the undersigned HIDALGO COUNTY of the County of HIDALGO, State of Texas being the Buyer, Seller, or Owner of the following described motor vehicle:

Year/Make/Model: 2005 Ford Taurus
License No.: DL7B755
VIN: 1FAFP53U45A231105

states that the odometer now reads 170070 to the best of my knowledge and reflects the actual mileage described above, unless one of the following statements is checked:

- The mileage is in excess of its mechanical limits;
- The odometer reading is not the actual mileage WARNING - ODOMETER DISCREPANCY;

and does hereby make, constitute, and appoint State Farm Mutual Automobile Insurance Company true and lawful attorney in fact to sign in the name place instead of the undersigned, any Certificate of Ownership issued by the Department of Motor Vehicles of the State of Texas, necessary to transfer any registration of said motor vehicle.

Granting and giving unto said attorney in fact, full authority and power to do and perform any and all other acts necessary or incident to the execution of the powers herein granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as the grantor might or could do if personally present, with full power of substitution.

IN TESTIMONY WHEREOF, the undersigned has hereunto set my hand this _____ day of _____ (Year) _____.

Signature HIDALGO COUNTY
Printed Name (Same as Signature)

Street Address

City State ZIP Code

State Farm Mutual Automobile Insurance Company



**Hidalgo County
Commissioners'
Court**

Ramon Garcia
County Judge

A.C. Cuellar, Jr.
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Executive Office

Valde Guerra
Executive Officer

2818 S. Business Hwy 281
Edinburg, Texas 78539

(956) 292-7655 | P

(956) 292-7034 | F

www.co.hidalgo.tx.us | W

February 18, 2014

Via Certified Mail

State Farm
P.O. Box 661036
Dallas, Texas 75266

Re: Claim No.: 53-27V5-474
DOL: 12/19/13
Policy No.: 2338673-F01-53
Your Insured: Alex Comple
Our Veh.: 2005 Ford Taurus
V.I.N.# 1FAFP53U45A231105

To Whom It May Concern:

By official action of the County of Hidalgo, Texas Commissioners Court on Tuesday February 18, 2014, I Valde Guerra have been authorized to sign the power of attorney and authorization letter to release the aforementioned vehicle to State Farm to settle the auto loss claim referenced above. This letter is being provided to State Farm with the understanding that State Farm will issue payment to the County of Hidalgo, Texas in the amount of \$6,766.11 upon receipt of the:

- Power of Attorney
- Letter of Authorization
- Title of the vehicle

Please issue payment to:

The County of Hidalgo, Texas
C/O Executive Office Safety Division
9805 North 10th Street
McAllen, Texas 78504

Sincerely

Valde Guerra
Executive Officer

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.

HOSET # 42956

DL7 3755

HIDALGO COUNTY
100 E CANO ST
EDINBURG, TX 78539-4582

RECEIVED JAN 27 2005

014936

sh



DETACH HERE

TEXAS CERTIFICATE OF TITLE

			VEHICLE TITLES AND REGISTRATION DIVISION	
VEHICLE IDENTIFICATION NUMBER 1FAPP53U45A231105		YEAR MODEL 2005	MAKE OF VEHICLE FORD	VEHICLE IDENTIFICATION NUMBER 67229657
MODEL TSE	MFG. CAPACITY IN TONS 3300	WEIGHT 885557	TITLE/DOCUMENT NUMBER 29100038369140546	BODY STYLE 4D
PREVIOUS OWNER PHILPOTT MOTORS LTD NEDERLAND TX		LICENSE NUMBER EDINBURG, TX 78539	DATE TITLE ISSUED 01/19/2005	ODOMETER READING 12
HIDALGO COUNTY 100 E CANO EDINBURG, TX 78539			REMARK(S) ACTUAL MILEAGE EXEMPT	
X _____ SIGNATURE OF OWNER OR AGENT MUST BE IN INK				
UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.				
DATE OF LIEN	1ST LIENHOLDER	1ST LIEN RELEASED _____ DATE _____		
NONE		BY _____ AUTHORIZED AGENT		
DATE OF LIEN	2ND LIENHOLDER	2ND LIEN RELEASED _____ DATE _____		
		BY _____ AUTHORIZED AGENT		
DATE OF LIEN	3RD LIENHOLDER	3RD LIEN RELEASED _____ DATE _____		
		BY _____ AUTHORIZED AGENT		
IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.				
RIGHTS OF SURVIVORSHIP AGREEMENT WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).				
SIGNATURE _____			DATE _____	
SIGNATURE _____			DATE _____	
SIGNATURE _____			DATE _____	

AI-43190

Comm. Court Executive Office 6. D.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Michael Garza, DA's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Acceptance of settlement check in the amount of \$4,106.28 in connection with Subrogation Claim Against Noe Vela Castillo

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Revenues - acceptance of settlement ckeck...

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 08:45 AM
Manuel Chapa	Manuel Chapa	02/14/2014 09:27 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Monica Badillo		Started On: 02/13/2014 05:09 PM
	Final Approval Date: 02/14/2014	

RE: Subrogation Claim Against Noe Vela Castillo

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us>

Fri, Feb 14, 2014 03:09 PM

Subject : RE: Subrogation Claim Against Noe Vela Castillo

To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

The amount of the check is \$4,106.28. Sorry I didn't have a chance to take the check today; however, I will be sure to take it to Commissioners Court on Tuesday.

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

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE;
2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity
designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by
or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF
YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO
michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Thursday, February 13, 2014 5:09 PM
To: michael garza
Subject: Re: Subrogation Claim Against Noe Vela Castillo

ok

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Thursday, February 13, 2014 5:02:09 PM
Subject: Subrogation Claim Against Noe Vela Castillo

Monica,

I believe sometime in late December, Commissioners Court approved the settlement of this claim and then later

Valde signed the settlement agreement. We finally received the settlement check.

Can you place the above subject matter on the next available agenda for acceptance of settlement check. I'll deliver the check to you tomorrow morning.

Thanks,

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

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE;
2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity
designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by
or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF
YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO
michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION**

AI-43217

Comm. Court Executive Office 6. E.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to authorize/appoint Luciano Garza as volunteer intern

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 05:02 PM
Budget & Management Manuel Chapa	Debbie Tamez	02/14/2014 05:02 PM
Auditor's Office		
Purchasing Department		
Form Started By: Monica Badillo		Started On: 02/14/2014 04:48 PM

AI-43021

Constables 7. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Raquel Ramos, CONSTABLE PCT.
#3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3

Requesting approval and authorization to submit the Chapter 59 Asset Forfeiture Report for FY2013 as required by the Texas Attorney General.

BACKGROUND

The annual report is a prerequisite as set forth under the Code of Criminal Procedure Chapter 59.06 Disposition of Forfeited Property guidelines. Report will be submitted to the State of Texas Attorney General and the Texas Comptroller of Public Accounts. The Hidalgo County Auditor's Office reviewed said report.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 11:39 AM
Manuel Chapa	Manuel Chapa	02/13/2014 05:03 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Raquel Ramos		Started On: 02/05/2014 11:07 AM
	Final Approval Date: 02/14/2014	

**FY 2013
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY**

Agency Name: Hidalgo County Constable Reporting Period: 01/01/13 to 12/31/13
 (local fiscal year)
 Agency Mailing Pct. 3
 Address: 730 N. Breyfogle Rd. Ste B example: 01/01/13 to 12/31/13,
 09/01/12 to 08/31/13 etc.
Mission, TX 78574
 Phone Number: 956-205-7031
 County: Hidalgo
 Email Address: larry.gallardo@co.hidalgo This should be a
 permanent agency
 email address
tx.us

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS	
A) Beginning Balance:	\$ 0.00
B) Seizures During Reporting Period:	
1) Amount seized and retained in your agency's custody.	\$ 0.00
2) Amount seized and transferred to the District Attorney pending forfeiture.	\$ 0.00
C) Interest Earned on Seized Funds During Reporting Period:	\$ 0.00
D) Amount Returned to Defendants/Respondents:	\$ 0.00
E) Amount Transferred to Forfeiture Account:	\$ 0.00
F) Other Reconciliation Items:	\$ 0.00
G) Ending Balance: Instructions: Add lines A, B(1), C and F, subtract lines D and E, put total in line G.	\$ 0.00
II. FORFEITED FUNDS	
A) Beginning Balance:	\$ 4,621.00
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	\$ 0.00
C) Interest Earned on Forfeited Funds During Reporting Period:	\$ 0.00
D) Proceeds Received by Your Agency From Sale of Forfeited Property:	\$ 0.00
E) Amount Returned to Crime Victims:	\$ 0.00
F) Other Reconciliation Items:	\$ 0.00
G) Total Expenditures of Forfeited Funds During Reporting Period:	\$ 588.00
H) Ending Balance: Instructions: Add lines A, B, C, D & F, subtract lines E & G, place total in line H.	\$ 4,033.00

III. OTHER PROPERTY

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	6	2	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0	0
5) Other Property - Description: N/A				
Other Property -Description: N/A				
Other Property -Description: N/A				

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles:	# 0
B) Real Property:	# 0
C) Computers:	# 0
D) Firearms:	# 0
E) Other:	# 0

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicles:	# 0
B) Real Property:	# 0
C) Computers:	# 0
D) Firearms:	# 0
E) Other:	# 0

VI. EXPENDITURES

A) SALARIES	
1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$ 0.00
2. Salary Budgeted Solely From Forfeited Funds:	\$ 0.00
3. Number of Employees Paid Using Forfeiture Funds:	# 0
4. TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00

B) OVERTIME		
1.	For Employees Budgeted by Governing Body:	\$ 0.00
2.	For Employees Budgeted Solely out of Forfeiture Funds:	\$ 0.00
3.	Number of Employees Paid Using Forfeiture Funds:	# 0
4.	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00
C) EQUIPMENT		
1.	Vehicles:	\$ 0.00
2.	Computers:	\$ 0.00
3.	Firearms, Vests, Personal Equipment:	\$ 0.00
4.	Furniture:	\$ 0.00
5.	Software:	\$ 0.00
6.	Maintenance Costs:	\$ 0.00
7.	Uniforms:	\$ 0.00
8.	K9 Related Costs:	\$ 0.00
9.	Other (Provide Detail on Additional Sheet):	\$ 588.00
10.	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$ 588.00
D) SUPPLIES		
1.	Office Supplies:	\$ 0.00
2.	Cellular Air Time :	\$ 0.00
3.	Internet:	\$ 0.00
4.	Other (Provide Detail on Additional Sheet) :	\$ 0.00
5.	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	\$ 0.00
E) TRAVEL		
1.	Total In State Travel	\$ 0.00
	a) Transportation:	\$ 0.00
	b) Meals & Lodging:	\$ 0.00
	c) Mileage:	\$ 0.00
	d) Incidental Expenses:	\$ 0.00
2.	Total Out of State Travel	\$ 0.00
	a) Transportation:	\$ 0.00
	b) Meals & Lodging:	\$ 0.00
	c) Mileage:	\$ 0.00
	d) Incidental Expenses:	\$ 0.00
3.	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00

F)	TRAINING	
1.	Fees (Conferences, Seminars):	\$ 0.00
2.	Materials (Books, CDs, Videos, etc.):	\$ 0.00
3.	Other (Provide Detail on Additional Sheet):	\$ 0.00
4.	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS	\$ 0.00
G)	INVESTIGATIVE COSTS	
1.	Informant Costs:	\$ 0.00
2.	Buy Money:	\$ 0.00
3.	Lab Expenses:	\$ 0.00
4.	Other (Provide Detail on Additional Sheet) :	\$ 0.00
5.	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00
H)	PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS	
1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (j)):	\$ 0.00
2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$ 0.00
3.	Total Donations (pursuant to Articles 59.06 (d-2)):	\$ 0.00
4.	TOTAL PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (pursuant to Articles 59.06 (h), (j), (n), (o) (d-2)):	\$ 0.00
I)	FACILITY COSTS	
1.	Building Purchase:	\$ 0.00
2.	Lease Payments:	\$ 0.00
3.	Remodeling:	\$ 0.00
4.	Maintenance Costs:	\$ 0.00
5.	Utilities:	\$ 0.00
6.	Other (Provide Detail on Additional Sheet):	\$ 0.00
7.	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00
J)	MISCELLANEOUS FEES	
1.	Court Costs:	\$ 0.00
2.	Filing Fees:	\$ 0.00
3.	Insurance:	\$ 0.00
4.	Witness Fees:	\$ 0.00
5.	Audit Costs and Fees:	\$ 0.00
6.	Other (Provide Detail on Additional Sheet):	\$ 0.00
7.	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00

K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION:		
1.	Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c):	\$ 0.00
2.	Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	\$ 0.00
3.	Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only):	\$ 0.00
4.)	Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	\$ 0.00
5)	TOTAL PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:	\$ 0.00
L)	TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$ 0.00
M)	TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (provide detailed descriptions on additional sheet(s) and attach to this report):	\$ 0.00
N)	TOTAL EXPENDITURES:	\$ 588.00

NOTE: BOTH CERTIFICATIONS MUST BE COMPLETED

AUDITOR / TREASURER / ACCOUNTING PROFESSIONAL CERTIFICATION

I swear or affirm that the Commissioners Court, City Council or Agency Head (if no governing body) has requested that I conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the information contained in this report is true and correct.

AUDITOR, TREASURER or
ACCOUNTING PROFESSIONAL
(Printed Name):

Ray Eufrazio, CPA

TITLE:

County Auditor

SIGNATURE:

DATE:

2/14/14

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name):

Lazaro Gallardo, Jr.

SIGNATURE:

Hazuo Gallardo Jr.

DATE:

February 13, 2014

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)463-1591
Chapter59AuditReport@texasattorneygeneral.gov

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

VI. EXPENDITURES

C.) EQUIPMENT

9. Other (provide Detail on Additional Sheet):

\$588.00

Other Minor Equipment

Check Date	Check Number	Vendor	Amount
09-24-2013	02-00388038	Motorola Solutions, Inc.	\$588.00
Total			\$588.00

AI-43030

Constables 7. B.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Raquel Ramos, CONSTABLE PCT.
#3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3:

Requesting authorization for the County Judge to execute the FY 2013 Equitable Sharing Agreement and Certification Report - Hidalgo County Constable Precinct 3

BACKGROUND

The annual reports are prerequisites as set forth under the Guide to Equitable Sharing for State and Local Law Enforcement Agencies guidelines. Reports are being submitted to the U.S. Department of Justice and the U.S. Department of Treasury. The Hidalgo County Auditor's Office reviewed said reports.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary impact; submission of report...

Attachments

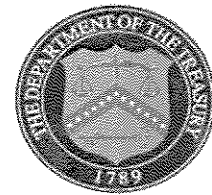
revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 03:21 PM
Manuel Chapa	Manuel Chapa	02/07/2014 09:24 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Raquel Ramos		Started On: 02/05/2014 03:07 PM
	Final Approval Date: 02/14/2014	



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Hidalgo County Constable Precinct 3

NCIC/ORI/Tracking Number:

T	X	1	0	8	2	0	0	0
---	---	---	---	---	---	---	---	---

Mailing Address: 730 N. Breyfogle Rd. Suite B

City: Mission

State: TX

Zip: 78574

Finance Contact: First: Raquel

Last: Ramos

Phone: 956-581-6800

E-mail: raquel.ramos@co.hidalgo.tx.us

Preparer:

First: Raquel

Last: Ramos

Same as Finance Contact

Phone: 956-581-6800

E-mail: raquel.ramos@co.hidalgo.tx.us

Independent Public Accountant:

E-mail: rickylongoria@bmctexas.com

Last FY End Date: 12/31/2012

Agency Current FY Budget:

\$1,203,737.09

- New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		\$10,000.00
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$10,000.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$1,773.08
8	Ending Balance (difference between line 7 and line 6)	\$0.00	\$8,226.92

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		\$1,773.08
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$0.00	\$1,773.08
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other		

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

- 1. Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.
- 3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.
- 4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.
- 5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

- 6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Signature: *Lazaro Gallardo Jr.*
Name: Lazaro Gallardo, Jr.
Title: Constable Precinct 3
Date: Feb 13, 2014
E-mail: lazaro.gallardo@co.hidalgo.tx.us

Governing Body Head

Signature: _____
Name: Ramon Garcia
Title: Hidalgo County Judge
Date: _____
E-mail: ramon.garcia@co.hidalgo.tx.us

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

raquel.ramos@co.hidalgo.tx.us

Final Instructions:

Step 1: Click to save for your records

Step 2: Click to save in XML format

Step 3: E-mail the XML file to aca.submit@usdoj.gov

Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

FY End: 12/31/2012

NCIC: TX1082000

State: TX Finance Contact: Raquel Ramos



Date Printed: February 13, 2014 14:17

Agency: Hidalgo County Constable Precinct 3

Phone: 956-581-6800

E-mail: raquel.ramos@co.hidalgo.tx.us

AI-43139

Constables 7. C.

CC REGULAR

Meeting Date: 02/18/2014

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

Department: CONSTABLE PCT. #4

Information

CAPTION

CONSTABLE PCT 4:

Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Date	Invoice Amount
Lexis Nexis	12802H-20131130	11/30/2013	\$174.00
Lexis Nexis	12802H-20131231	12/31/2013	\$174.00

BACKGROUND

The contract was in the works between the vendor, purchasing department and IT department during these months therefore, no purchase order had been encumbered for these expenditures.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-202-00-000-001-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

11302013

12312013

Form Review

Inbox
Budget & Management
Purchasing Department

Reviewed By
Debbie Tamez
Monica Badillo

Date
02/12/2014 11:14 AM
02/14/2014 04:27 PM
Started On: 02/12/2014 08:23 AM

Form Started By: Nayla Munoz

Final Approval Date: 02/14/2014



PO Box 7247-6157
 Philadelphia, PA 19170-6157
 (866) 528-0570

LexisNexis, a division of Reed Elsevier Inc
 For itself or its affiliates

1oz - 242 - 285

HIDALGO COUNTY CONSTABLES



Attn : EDNA KIRBY
 PO BOX 207
 EDINBURG, TX 78540



Invoice

Due Date: 12/20/2013

Amount Due: \$1,517.43

Invoice Number 12802H-20131130

Invoice Date Nov 30, 2013

Account Number 12802H

Terms Net 20

Representative Jacqueline Koski

Billing Period 11/01/2013 to 11/30/2013

Previous Balance

\$ Amount

Total 993.43

Payments, Credits & Adjustments

Total 0.00

New Activity Summary

2013-11-30 November 2013 Flat rate 524.00

Total 524.00

Account Summary

Previous Balance 993.43

New Activity 524.00

Payments, Credits & Adjustments 0.00

Total Due 1,517.43

Please include your full invoice number on all remittance to ensure proper credit.

PO # 668409

Questions about your bill?
 (866) 528-0570

billing@lexisnexis.com

Please Remit Payment To:
LexisNexis
Account # 12802H
PO Box 7247-6157
Philadelphia, PA 19170-6157

12/20/13



PO Box 7247-6157
 Philadelphia, PA 19170-6157
 (866) 528-0570
 LexisNexis, a division of Reed Elsevier Inc
 For itself or its affiliates

HIDALGO COUNTY CONSTABLES
 Attn : EDNA KIRBY
 PO BOX 207
 EDINBURG, TX 78540

Invoice	
Due Date:	01/20/2014
Amount Due:	\$2,041.43
Invoice Number	12802H-20131231
Invoice Date	Dec 31, 2013
Account Number	12802H
Terms	Net 20
Representative	Jacqueline Koski
Billing Period	12/01/2013 to 12/31/2013

Previous Balance	\$ Amount
Total	1,517.43
Payments, Credits & Adjustments	
Total	0.00
New Activity Summary	
2013-12-31 December 2013 Flat rate	524.00
Total	524.00
Account Summary	
Previous Balance	1,517.43
New Activity	524.00
Payments, Credits & Adjustments	0.00
Total Due	2,041.43

Please include your full invoice number on all remittance to ensure proper credit.

PO # 668409
 Questions about your bill?
 (866) 528-0570
 billing@lexisnexus.com

Please Remit Payment To:
 LexisNexis
 Account # 12802H
 PO Box 7247-6157
 Philadelphia, PA 19170-6157

AI-42951

Human Resources 8. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Sheriff's Office

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Sheriff's Office- Jail Commissary (2102):

1. Approval to create one (1) new full time position as follows:

<i>Action</i>	<i>Dept/Program</i>	<i>Slot#</i>	<i>Position Title</i>	<i>Proposed Budgeted Salary</i>
Create	280-015	014	Clerk III	\$26,014.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

FUNDS FOR POSITION AVAILABLE THROUGH JAIL COMMISSARY BANK ACCOUNT IN QUARTERLY PAYMENTS.

Attachments

FISCAL NOTE

PAR & JOB DESCRIPTION

REVISED SALARY SCHEDULE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/03/2014 01:30 PM
Obdett Calzada	Obdett Calzada	02/13/2014 01:52 PM
Rosalinda Cantu	Rosie Cantu	02/13/2014 04:47 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Diana Munoz		Started On: 01/31/2014 11:39 AM
	Final Approval Date: 02/14/2014	

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
 From: Sergio Cruz, Budget Officer
 CC Date: Tuesday, February 18, 2014

Agenda Item: 42951

Summary of request/proposal:

JAIL COMMISSARY-
APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	CLERK III	0014	113	0.00	26,014.00	26,014.00
				0.00	26,014.00	26,014.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
4-2102-423-21-280-015-0	113	JAIL COMMISSARY REGULAR FULL TIME	\$22,625.20
4-2102-423-21-280-015-0	211	JAIL COMMISSARY HEALTH INSURANCE	\$4,894.85
4-2102-423-21-280-015-0	212	JAIL COMMISSARY LIFE INSURANCE	\$32.67
4-2102-423-21-280-015-0	220	JAIL COMMISSARY FICA	\$1,730.83
4-2102-423-21-280-015-0	230	JAIL COMMISSARY RETIREMENT	\$2,463.88
4-2102-423-21-280-015-0	250	JAIL COMMISSARY UNEMPLOYMENT COMP	\$128.96
4-2102-423-21-280-015-0	260	JAIL COMMISSARY WORKER'S COMP	\$38.46
2014 Budgetary Impact			\$31,914.85

2015 Budgetary Impact: \$36,695.05

Possible Funding Sources: FUNDS FOR POSITION AVAILABLE THROUGH JAIL COMMISSARY BANK ACCOUNT IN QUARTERLY PAYMENTS.

Comments:

--



HIDALGO COUNTY

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE 280-015
for

DATE: 1/24/2014

CURRENT POSITION TITLE:

CURRENT SLOT. #: ~~045~~-014

REQUESTED POSITION TITLE: CLERK III
(For new positions or reclassifications)

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 \$ 26,014.00 \$ 26,014.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other JAIL COMMISSARY ACCOUNT (4-2102-423-21-280-015-0-)

POSITION Type:

Full Time Employee Object 113
 Part Time Employee Object 114 _____
 Full Time Temporary Object 121
 Part Time Temporary Object 122 \$ _____

 Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input type="checkbox"/>	FLSA: Exempt	<input type="checkbox"/>	
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>			

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

An additional Commissary Clerk to the Hidalgo County Adult Detention Center Commissary Section would expand the daily distribution of commissary items, to include coverage of weekend distribution. This addition would allow for better accountability, more efficient service and the expansive service would attribute to an increase in sales, bringing about a higher profit. The Detention Facility Commissary Section is requesting one (1) additional position to comprehensively staff and meet the commissary section needs.


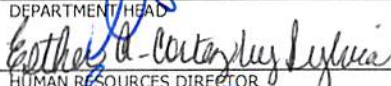
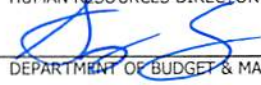
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|---|-------------------|-----------------------------------|---|-----------------------------|
| 1. |  | <u>1-28-14</u> | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. |  | <u>01.30.14</u> | PERSONNEL PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. |  | <u>02/13/2014</u> | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

HIDALGO COUNTY

CLERK III

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

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

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Responsible for answering and routing phone calls

Will be assisting the general public

May be required to work overtime or hours other than standard work schedule during emergencies

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years experience in clerical work

Graduation from a high school or equivalent (GED)

Vocational training

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment; MS Word and Excel

Ability to maintain excellent customer service

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-2102-423-21-280-015-0-

AI - 42951

JAIL COMMISSARY

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	INMATE INTERVENTION SPECIALIST	\$46,143.00	\$0.00	\$46,143.00	0	\$0.00	\$0.00	\$46,143.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0002	113	INMATE INTERVENTION SPECIALIST	\$46,143.00	\$0.00	\$46,143.00	0	\$0.00	\$0.00	\$46,143.00	\$46,143.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,623.00
0004	113	CLERK III	\$26,173.00	\$0.00	\$26,173.00	0	\$0.00	\$0.00	\$26,173.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00	
0005	113	CLERK III	\$26,173.00	\$0.00	\$26,173.00	0	\$0.00	\$0.00	\$26,173.00	\$26,173.00	\$360.00	\$0.00	\$0.00	\$0.00	\$26,533.00	
0006	113	CLERK III	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00	
0007	113	CLERK III	\$26,173.00	\$0.00	\$26,173.00	0	\$0.00	\$0.00	\$26,173.00	\$26,173.00	\$480.00	\$0.00	\$0.00	\$0.00	\$26,653.00	
0008	113	CLERK III	\$26,173.00	\$0.00	\$26,173.00	0	\$0.00	\$0.00	\$26,173.00	\$26,014.00	\$480.00	\$0.00	\$0.00	\$0.00	\$26,494.00	
0009	113	CLERK III	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00	
0010	113	ACCOUNTANT III	\$46,811.00	\$0.00	\$46,811.00	0	\$0.00	\$0.00	\$46,811.00	\$46,811.00	\$300.00	\$0.00	\$0.00	\$0.00	\$47,111.00	
0011	113	COMMISSARY SUPERVISOR	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$29,128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,128.00	
0013	113	CLERK III	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$420.00	\$0.00	\$0.00	\$0.00	\$26,434.00	
APPROVAL TO CREATE THE FOLLOWING FULL-TIME POSITION:																
0014	113	CLERK III	\$0.00	\$26,014.00	\$26,014.00		\$0.00	\$0.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$352,173.00	\$26,014.00	\$378,187.00		\$0.00	\$0.00	\$378,187.00	\$304,498.00	\$2,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$307,018.00

**Approval to create the above highlighted full-time positions.
All personnel actions pending CC approval.**

AI-43018
CC REGULAR

Human Resources 8. B.

Meeting Date: 02/18/2014

Submitted For: District Clerk Office

Submitted By: Diana Munoz, HUMAN
RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

District Clerk (1100):

1. Approval of the following personnel actions:

<i>Action</i>	<i>Slot No.</i>	<i>Position Title</i>	<i>Proposed/ Budgeted Salary</i>
Delete	0007	Accountant III	\$47,703.00
Create	0078	Deputy District Clerk Supervisor	\$39,108.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-090-001-0-XXX

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?: N/A

BUDGETARY IMPACT:

NO BUDGETARY IMPACT/ COST SAVINGS.

Attachments

JOB DESC

FISCAL NOTE

PAR FORM

REVISED SALARY SCHEDULE

Form Review

Inbox
Budget & Management
Rosalinda Cantu
Obdett Calzada
Purchasing Department

Reviewed By
Debbie Tamez
Rosie Cantu
Obdett Calzada
Monica Badillo

Date
02/06/2014 08:58 AM
02/06/2014 04:01 PM
02/07/2014 08:55 AM
02/14/2014 04:27 PM
Started On: 02/05/2014 08:46 AM

Form Started By: Diana Munoz

Final Approval Date: 02/14/2014

HIDALGO COUNTY

DEPUTY DISTRICT CLERK SUPERVISOR

GENERAL DESCRIPTION

Under general supervision, undertakes and performs first line supervisory and complex legal clerical work of considerable difficulty associated with the day-to-day and overall operation of an assigned functional area within the office of the district clerk, while supervising administrative and personnel matters. Handles complaints from the public and may attend meetings as well as any other functions requested by the Elected Official or Department Head.

EXAMPLES OF WORK PERFORMED

Coordinates and supervises the staff and activities of a functional work unit

May participate in the hiring, interviewing, and recommending of new office staff; assists in identifying, developing, and implementing new employee and on-going staff development training programs; coordinates, prioritizes and assigns tasks and projects; tracks and reviews progress and process; monitors employee performance; assists in conducting and/or reviewing performance appraisals; recommends and undertakes approved subsequent performance-related actions

Recommends and assists implementing approved disciplinary actions

Provides input and participates in the identification, review, assessment, evaluation and/or modifications of office strategic plans; assists with the identification and monitoring of long and short range goals and objectives

Assists in recommending staff, equipment, facilities and related operational needs

Assists with identification, review, assessment, development, modification and implementation of operational policies and procedures; determines compliance to established policies and procedures; recommends changes to protocols and processes. Oversees, manages and performs work in one or more regularly scheduled or ad hoc areas of office operations

Undertakes special projects as assigned or required

Prepares correspondence, reports, and legal documents; responds to complex inquiries; and conducts and performs research and coordination necessary to formulate an accurate response

May perform other related duties involved in the operation of the business as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in office administration with minimum two (2) years of supervisory experience required. Experience in government environment.

Graduation from an accredited four-year college or university in accounting, business administration, public administration or other related field.

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two years.

Certificates, Licenses, & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Must have general knowledge of the divisions within the Elected Official's Office

Knowledge of applicable county, state and Federal statutes, rules, ordinances, codes, administrative orders, case law and other relevant directives

Knowledge of county and specific court-related policies and procedures

Knowledge of the principles and practices of management and supervision

Knowledge of the principles of records management

Knowledge of court processes, procedures and legal terminology including automated word processing and court case management systems

Knowledge of trends and practices in office, court and business operations

Ability to work under pressure in a dynamic environment with changing office demands and priorities

Ability to plan, organize, maintain work flow, train and supervise others

Ability to develop and implement office procedures

Ability to communicate effectively verbally and in writing and to follow written and verbal instructions

Ability to analyze legal documents, interpret statutory requirements and develop, modify and implement office procedures accordingly

Ability to provide information to the public without giving legal advice

Bilingual (English/Spanish) with the ability to converse fluently in both languages

Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, ordinances, codes, administrative orders, case law and other relevant directives

Skill in assessing, evaluating, prioritizing and handling multiple tasks, projects and demands

Skill in working within deadlines to complete projects and assignments

Skill in assessing, analyzing, identifying and recommending solutions to problems

Skill in establishing and maintaining effective working relations with co-workers, other County employees, representatives of other governmental agencies, the bar association, victims, witnesses, litigants, jurors, general public and others having business with the courts of Hidalgo County

Skill in operating a personal computer utilizing a variety of commonly used and specialized software applications

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: January 31, 2014

CURRENT POSITION TITLE: Accountant III

CURRENT SLOT. #: 07

REQUESTED POSITION TITLE:



REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other Delete

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

POSITION SALARY REQUEST:

Salary Amount: \$ 47,703.00 Current Budgeted Salary \$ - 0 - Proposed Budgeted Salary \$ (47,703.00) Net Change PC

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113
Part Time Employee Object 114

Enter hourly rate for temp. positions

Full Time Temporary Object 121
Part Time Temporary Object 122
\$ _____

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input checked="" type="checkbox"/>	FLSA:	Exempt	<input checked="" type="checkbox"/>
Non-Exempt	<input type="checkbox"/>	Non-Exempt		<input type="checkbox"/>
N/A	<input type="checkbox"/>			

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

After careful review and assessment of office divisions and in light of the new e-filing mandate, the district clerk office proposes to incorporate minor changes to our structure. The Accounting Division no longer requires an Accountant III. The office, however, will be submitting a request for a Judicial Annex supervisor or "Deputy District Clerk Supervisor," in lieu of the accounting position (refer to Deputy District Clerk Supervisor proposal, Slot 78).

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



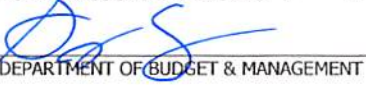
POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 Ricardo Contreras, Jr. DEPARTMENT HEAD	Jan. 30, 2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 Estela G. Contreras HUMAN RESOURCES DIRECTOR	2/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	02/06/2014 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

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

See attached "Deputy District Clerk Supervisor" job description



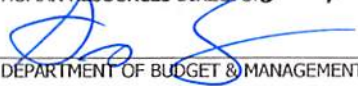
POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 Ricardo Contreras, Jr. DEPARTMENT HEAD	Jan. 30, 2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 Estela Contreras HUMAN RESOURCES DIRECTOR	2/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	02/06/2014 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

**HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE**

4-1100-412-00-090-001-0

43018

DISTRICT CLERK

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT CLERK	\$97,500.00	\$0.00	\$97,500.00	0	\$0.00	\$0.00	\$97,500.00	\$97,500.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$105,500.00
0002	113	CHIEF DEPUTY II	\$76,407.00	\$0.00	\$76,407.00	0	\$0.00	\$0.00	\$76,407.00	\$76,407.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,767.00
0003	113	CHIEF OF APPEALS	\$56,238.00	\$0.00	\$56,238.00	0	\$0.00	\$0.00	\$56,238.00	\$56,238.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,038.00
0004	113	ASSISTANT CHIEF DEPUTY	\$56,238.00	\$0.00	\$56,238.00	0	\$0.00	\$0.00	\$56,238.00	\$56,238.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,598.00
0005	113	EXECUTIVE ASSISTANT II	\$51,739.00	\$0.00	\$51,739.00	0	\$0.00	\$0.00	\$51,739.00	\$51,739.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,399.00
0006	113	ACCOUNTANT III	\$47,703.00	\$0.00	\$47,703.00	0	\$0.00	\$0.00	\$47,703.00	\$47,703.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,723.00
		DELETE THE FOLLOWING FULL TIME POSITION:														
0007	113	ACCOUNTANT III	\$47,703.00	\$0.00	\$47,703.00	0.00	\$0.00	\$0.00	\$47,703.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0008	113	DEPUTY DISTRICT CLERK I	\$30,566.00	\$0.00	\$30,566.00	0	\$0.00	\$0.00	\$30,566.00	\$30,566.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,046.00
0009	113	DEPUTY DISTRICT CLERK II	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,642.00
0010	113	DEPUTY DISTRICT CLERK II	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,882.00
0011	113	DEPUTY DISTRICT CLERK II	\$33,975.00	\$0.00	\$33,975.00	0	\$0.00	\$0.00	\$33,975.00	\$33,975.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,635.00
0012	113	DEPUTY DISTRICT CLERK II	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,362.00
0013	113	DEPUTY DISTRICT CLERK II	\$33,665.00	\$0.00	\$33,665.00	0	\$0.00	\$0.00	\$33,665.00	\$33,665.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,265.00
0014	113	DEPUTY DISTRICT CLERK II	\$33,528.00	\$0.00	\$33,528.00	0	\$0.00	\$0.00	\$33,528.00	\$33,528.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,248.00
0015	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0016	113	DEPUTY DISTRICT CLERK II	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$31,404.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,824.00
0017	113	DEPUTY DISTRICT CLERK II	\$32,853.00	\$0.00	\$32,853.00	0	\$0.00	\$0.00	\$32,853.00	\$32,853.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,653.00
0018	113	DEPUTY DISTRICT CLERK II	\$32,853.00	\$0.00	\$32,853.00	0	\$0.00	\$0.00	\$32,853.00	\$32,853.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,113.00
0019	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0020	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0021	113	DEPUTY DISTRICT CLERK II	\$32,466.00	\$0.00	\$32,466.00	0	\$0.00	\$0.00	\$32,466.00	\$32,466.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,306.00
0022	113	DEPUTY DISTRICT CLERK II	\$32,466.00	\$0.00	\$32,466.00	0	\$0.00	\$0.00	\$32,466.00	\$32,466.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,366.00
0023	113	DEPUTY DISTRICT CLERK II	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,342.00
0024	113	DEPUTY DISTRICT CLERK II	\$30,342.00	\$0.00	\$30,342.00	0	\$0.00	\$0.00	\$30,342.00	\$30,342.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,642.00
0025	113	DEPUTY DISTRICT CLERK II	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0026	113	EXECUTIVE ASSISTANT IV	\$65,507.00	\$0.00	\$65,507.00	0	\$0.00	\$0.00	\$65,507.00	\$65,507.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,867.00
0027	113	DEPUTY DISTRICT CLERK II	\$31,404.00	\$0.00	\$31,404.00	0	\$0.00	\$0.00	\$31,404.00	\$31,404.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,764.00
0028	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0029	113	DEPUTY DISTRICT CLERK II	\$30,620.00	\$0.00	\$30,620.00	0	\$0.00	\$0.00	\$30,620.00	\$30,620.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,400.00
0030	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,314.00
0031	113	DEPUTY DISTRICT CLERK I	\$26,265.00	\$0.00	\$26,265.00	0	\$0.00	\$0.00	\$26,265.00	\$26,265.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,565.00
0032	113	DEPUTY DISTRICT CLERK I	\$27,295.00	\$0.00	\$27,295.00	0	\$0.00	\$0.00	\$27,295.00	\$27,295.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,295.00
0033	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0034	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0035	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0036	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0037	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,993.00
0038	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0039	113	DEPUTY DISTRICT CLERK I	\$30,566.00	\$0.00	\$30,566.00	0	\$0.00	\$0.00	\$30,566.00	\$30,566.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,926.00

**HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE**

4-1100-412-00-090-001-0

43018

DISTRICT CLERK

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0040	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0041	113	DEPUTY DISTRICT CLERK I	\$27,942.00	\$0.00	\$27,942.00	0	\$0.00	\$0.00	\$27,942.00	\$27,942.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,722.00
0042	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0043	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0044	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0045	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0046	113	COLLECTIONS ENFORCEMENT OFFICER I	\$26,924.00	\$0.00	\$26,924.00	0	\$0.00	\$0.00	\$26,924.00	\$26,924.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,284.00
0047	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0048	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0053	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,314.00
0054	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,993.00
0055	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0056	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0057	113	COLLECTIONS ENFORCEMENT OFFICER I	\$29,656.00	\$0.00	\$29,656.00	0	\$0.00	\$0.00	\$29,656.00	\$29,656.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,016.00
0058	113	DEPUTY DISTRICT CLERK I	\$26,265.00	\$0.00	\$26,265.00	0	\$0.00	\$0.00	\$26,265.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0059	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0060	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0061	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0062	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0063	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0064	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,314.00
0065	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,674.00
0066	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,314.00
0067	113	ACCOUNTANT IV	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,302.00
0071	113	ASSISTANT DEPUTY DISTRICT CLERK	\$22,303.00	\$0.00	\$22,303.00	0	\$0.00	\$0.00	\$22,303.00	\$22,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,303.00
0072	113	ASSISTANT DEPUTY DISTRICT CLERK	\$22,303.00	\$0.00	\$22,303.00	0	\$0.00	\$0.00	\$22,303.00	\$20,570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,570.00
0073	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0074	113	DEPUTY DISTRICT CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0075	113	DEPUTY DISTRICT CLERK I	\$25,256.00	\$0.00	\$25,256.00	0	\$0.00	\$0.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0076	113	DEPUTY CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0077	113	DEPUTY CLERK I	\$26,014.00	\$0.00	\$26,014.00	0	\$0.00	\$0.00	\$26,014.00	\$26,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,014.00
0078	113	CREATE THE FOLLOWING FULL TIME POSITION: DEPUTY DISTRICT CLERK SUPERVISOR	\$0.00	\$39,108.00	\$39,108.00	0	\$0.00	\$0.00	\$39,108.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL			\$2,191,499.00	\$39,108.00	\$2,230,607.00		\$0.00	\$0.00	\$2,230,607.00	\$2,180,083.00	\$19,860.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$2,207,943.00

**APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.**

AI-43013
CC REGULAR

Human Resources 8. C.

Meeting Date: 02/18/2014

Submitted For: Budget & Management

Submitted By: Diana Munoz, HUMAN
RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Budget and Management (1100):

1. Approval of the following personnel actions:

<i>Action</i>	<i>Dept/Program</i>	<i>Slot No.</i>	<i>Position Title</i>	<i>Proposed / Budgeted Salary</i>
Delete	115-001	0012	Comm Court Agenda Coord	\$40,898.00
Create	115-001	0032	Administrative Assistant I	\$24,929.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-14-115-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

NO BUDGETARY IMPACT- COST SAVINGS.

Attachments

ADM ASST I JOB DESC

PAR Forms

FISCAL NOTE

REVISED SALARY SCHEDULE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 08:56 AM
Obdett Calzada	Obdett Calzada	02/13/2014 03:04 PM
Auditor's Office	Debbie Tamez	02/13/2014 04:17 PM
Obdett Calzada	Obdett Calzada	02/13/2014 04:20 PM
Rosalinda Cantu	Rosie Cantu	02/13/2014 05:00 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Diana Munoz		Started On: 02/05/2014 08:23 AM
	Final Approval Date: 02/14/2014	

HIDALGO COUNTY

ADMINISTRATIVE ASSISTANT I

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

Maintains files and records

Performs data entry

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

May receive and review forms and applications for completeness of information

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

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

May review and route mail

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

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work

Graduation from a high school or equivalent (GED)

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

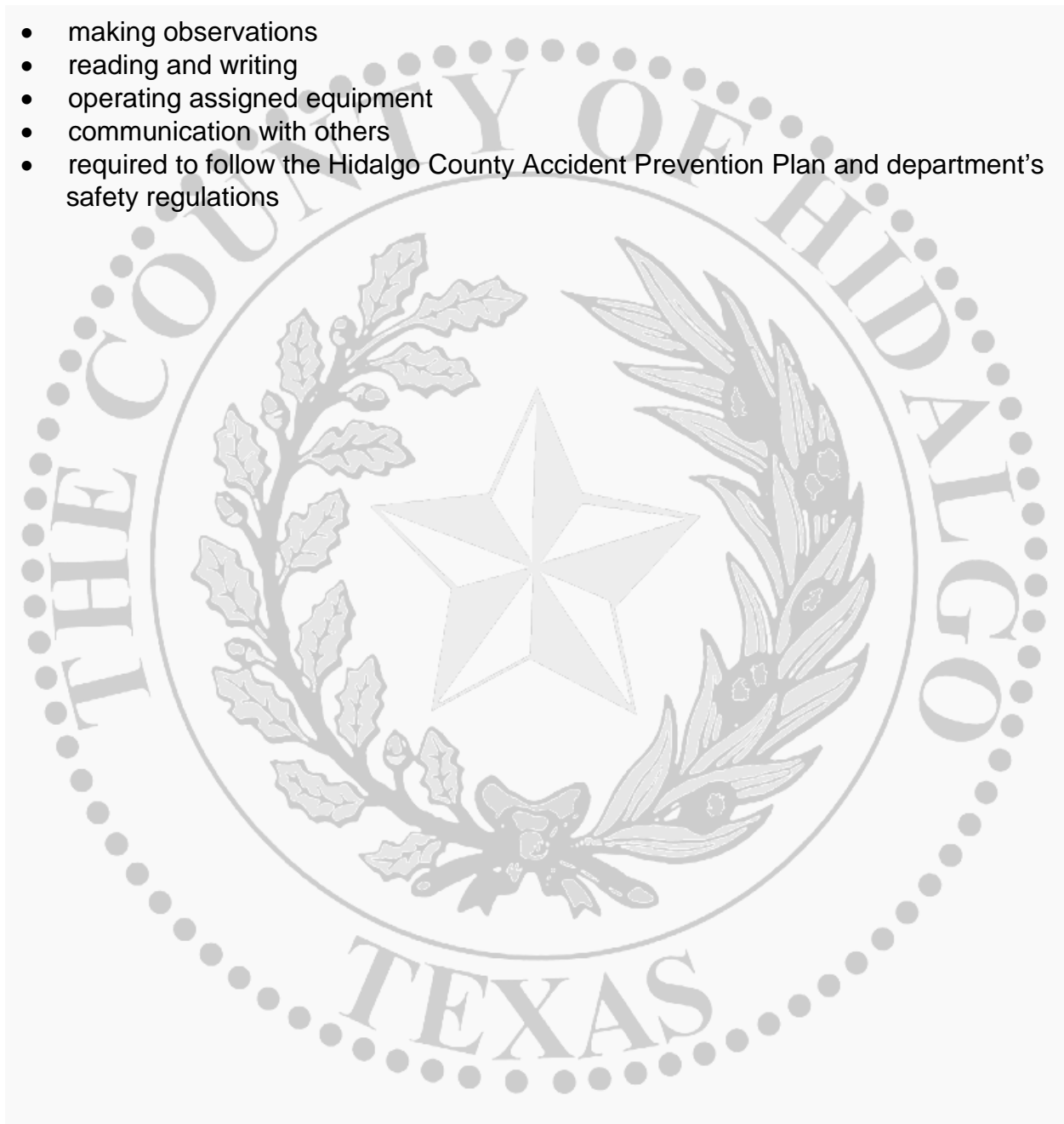
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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





HIDALGO COUNTY Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: DEPT OF BUDGET & MANAGEMENT- (115-001)

DATE: 01/08/2014

CURRENT POSITION TITLE: COMM COURT AGENDA COORD

CURRENT SLOT. #: 0012

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

- New Position
- Temporary Position
- Position Reclassification*
- Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: \$ 40,898.00 Current Budgeted Salary \$ -0- Proposed Budgeted Salary \$ (40,898.00) Net Change

Position to be funded from one of the following:

- Current Department Budget
- Annual Budget Cycle
- Will Require Additional Funds
- Other NO BUDGETARY IMPACT

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
 Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
 Enter hourly rate for temp. positions
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input type="checkbox"/>	FLSA: Exempt	<input type="checkbox"/>	
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>			

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

After review of the departmental workload assessment, it was determined that a reorganization of personnel duties was necessary to address 2014 budget reductions. The Commissioners Court Agenda Coordinator duties were distributed among two (2) support staff personnel. However, due to this change, an additional lower level support staff position is necessary to assist with entry level clerical duties.



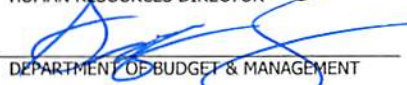
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	01/16/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	2/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	02/13/2014 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			




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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	<u>01/16/2014</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	<u>2/5/14</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>02/13/2014</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-415-14-115-001-0

AI - 43013

BUDGET & MANAGEMENT

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	BUDGET OFFICER	\$92,700.00	\$0.00	\$92,700.00	0	\$0.00	\$0.00	\$92,700.00	\$92,700.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93,240.00
0002	113	DIRECTOR BDGT MNGT DIVISION	\$65,507.00	\$0.00	\$65,507.00	0	\$0.00	\$0.00	\$65,507.00	\$65,507.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,987.00
0003	113	DIRECTOR STRTGC PLNNG DVSN	\$65,507.00	\$0.00	\$65,507.00	0	\$0.00	\$0.00	\$65,507.00	\$65,507.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,107.00
0004	113	BUDGET ANALYST II	\$44,583.00	\$0.00	\$44,583.00	0	\$0.00	\$0.00	\$44,583.00	\$44,583.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,583.00
0005	113	PLANNING ANALYST II	\$44,583.00	\$0.00	\$44,583.00	0	\$0.00	\$0.00	\$44,583.00	\$44,583.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,883.00
0006	113	PLANNING ANALYST II	\$46,143.00	\$0.00	\$46,143.00	0	\$0.00	\$0.00	\$46,143.00	\$46,143.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,503.00
0007	113	BUDGET ANALYST II	\$46,143.00	\$0.00	\$46,143.00	0	\$0.00	\$0.00	\$46,143.00	\$46,143.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,623.00
0009	113	BUDGET ANALYST I	\$42,236.00	\$0.00	\$42,236.00	0	\$0.00	\$0.00	\$42,236.00	\$38,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,222.00
0011	113	BUDGET ANALYST I	\$42,236.00	\$0.00	\$42,236.00	0	\$0.00	\$0.00	\$42,236.00	\$38,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,222.00
APPROVAL TO DELETE THE FOLLOWING FULL-TIME POSITION:																
0012	113	COMM-COURT-AGENDA-COORD	\$40,898.00	\$0.00	\$40,898.00	0	\$0.00	\$0.00	\$40,898.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014	113	BUDGET CLERK II	\$33,917.00	\$0.00	\$33,917.00	0	\$0.00	\$0.00	\$33,917.00	\$33,917.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,397.00
0015	113	BUDGET CLERK I	\$31,518.00	\$0.00	\$31,518.00	0	\$0.00	\$0.00	\$31,518.00	\$31,518.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,178.00
0020	113	BUDGET CLERK II	\$33,917.00	\$0.00	\$33,917.00	0	\$0.00	\$0.00	\$33,917.00	\$33,917.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,397.00
0021	113	PLANNING ANALYST I	\$42,236.00	\$0.00	\$42,236.00	0	\$0.00	\$0.00	\$42,236.00	\$38,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,222.00
0022	113	PLANNING ANALYST I	\$42,236.00	\$0.00	\$42,236.00	0	\$0.00	\$0.00	\$42,236.00	\$38,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,222.00
0023	113	PLANNING ANALYST I	\$42,236.00	\$0.00	\$42,236.00	0	\$0.00	\$0.00	\$42,236.00	\$38,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,222.00
0024	113	BUDGET ANLAYST III	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,542.00
0025	113	PLANNING ANALYST III	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,302.00
0030	113	ASSISTANT BUDGET OFFICER	\$79,310.00	\$0.00	\$79,310.00	0	\$0.00	\$0.00	\$79,310.00	\$79,310.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,270.00
0031	113	DIRECTOR OF SPECIAL PROJECTS	\$0.00	\$31,500.00	\$31,500.00	0	\$0.00	\$0.00	\$31,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
APPROVAL TO CREATE THE FOLLOWING FULL-TIME POSITION:																
0032	113	ADMINISTRATIVE ASSISTANT I	\$0.00	\$24,929.00	\$24,929.00	0	\$0.00	\$0.00	\$24,929.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$939,910.00	\$56,429.00	\$996,339.00		\$0.00	\$0.00	\$996,339.00	\$878,942.00	\$6,180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$885,122.00

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

AI-42942

Sheriff's Office 9. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval to process invoice# 0174 for Coronado Wrecking Storage in the amount of \$300.00 as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

BACKGROUND

Hidalgo County Sheriff's Office Accounts Payable Department received no notice from officer of towing service incurred nor did the vendor forward an invoice for the service performed by them. (The Hidalgo County Sheriff's Office wrecker was not in operating condition to be utilized in towing the department unit.)

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-421-00-280-001-0-346

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Coronado Wrecking Storage

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/31/2014 11:20 AM
Budget & Management	Debbie Tamez	02/06/2014 10:19 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Myra Montoya		Started On: 01/31/2014 08:51 AM
	Final Approval Date: 02/14/2014	

To: Captain Richard Ozuna

From: Lieutenant Steve Caro

Date: January 30, 2014

Re: Tow Service incident

On August 6, 2013, at 8:00 p.m., Hidalgo County Sheriff's Office K9 handler Sr. Deputy Juan Moreno was dispatched south of Military hwy 281, north of the Rio Grande River in Donna, Texas, regarding a lost child. The K9 handler and K9 "Indy" were utilized in the search effort. After Sr. Deputy Moreno completed his assignment his assigned marked Sheriff's Office unit failed to start. Sgt. Michael Ochoa, supervisor at the scene, requested the Sheriff's Office wrecker and was informed that the wrecker was inoperative and the authorized wrecker service, "Coronado's Wrecker", would be dispatched. Coronado's wrecker service arrived and towed said unit to the Sheriff's Office. Sr. Deputy Moreno and his K9 "Indy" were dropped at Sr. Deputy Moreno's residence, while en route to the Sheriff's Office, being that the K9 needed to be properly secured.

Lt. Steve Caro, Special Operations Division

INVOICE

Coronado Wrecking Storage

/Used Parts Service

5814 North FM 493 Donna, Texas 78537
 Phone: 956-464-7703 Fax : 956-461-2556
 coronadowreckingstorage@yahoo.com

INVOICE # 0174
 DATE: January 24, 2014

FROM Nancy
 Coronado Wrecking Storage
 5814 North FM 493
 Donna, Texas 78537
 Ph: 956-464-7703

FOR Account Payables
 TO Sheriff's Dept
 PO Box 1228
 Edinburg, TX 78539

DATE	TIME DISPATCH	TIME FINISH	UNIT #	JOB	HOURS WORK	TOW RATE
8-6-13	8:10pm			TOW		300.00

QTY	ITEM #	DESCRIPTION	HOURS	RATE	AMOUNT
1	0174	00 Ford CUP Vin: 36le2 PICKED UP: Donna, DELIVER TO: McAllen, Edinburg DRIVER PICK-UP VEHICLE: GR REASON FOR TOW : TOW Brokedown Delivered Took officer - K9 to McAllen Residence and drop unit in Edinburg, TX			\$300.00

Make all checks payable to CORONADO WRECKING

SUBTOTAL	\$ 300.00
SALES TAX	
TOTAL	\$ 300.00

Thank you for your business!

Cor-Zam LLC

0174

DBA: Coronado Wrecking Storage

Mailing Address: 5814 North FM 493, Donna, Texas, 78537
24 Hrs #956 - 464, 7703 Fax #956 - 461 - 2556 TDLR # 006456602C
DATE OF TOW: 1-10-12 TIME OF TOW 11:00 [AM] [PM]
AGENCY/PERSON/COMPANY REQUESTING TOW:

LOCATION OF VEHICLE:
LOCATION TOWED TO:
[] #0645889V5F - 5814 NORTH FM 493, Donna, TX
[] #0645733V5F - 112 South 9th St, Alamo, TX
[] #0646991V5F - 4031 East Expressway 83 Unit #1, Weslaco TX

Towing Operator:
[] Fernando Coronado #24658
[X] Juan Rangel #1157
[] Nancy Rangel #24964
[] Jennifer Coronado #24657
[] #

Tow Trucks:
[] Unit #4 TDLR0006456602001IM
[] Unit #1 TDLR0006456602002IM
[] Unit #2 TDLR0006456602003IM
[X] Unit #5 TDLR0006456602004IM
[] Unit #8 TDLR0006456602005IM
[] Unit #3 TDLR0006456602006IM

Reason For Tow: Broken Keys [] NO []
Billing Name / Company: Sheriff's Dept
Tow Operator#
ID [] DL []:
DOB: EXP:
Address:
Company Driver:

YEAR: 2000 MAKE: Ford
MODEL: CVP COLOR: white
VIN# LIC&State: Texas 772870

ITEMIZED TOWING CHRGES RELATED TO THE TOW TOW CHARGES

Table with columns for itemized towing charges and tow charges. Includes rows for Private Property Low Fee Only, Incident Management (Call Out Fee, Towing Fee, etc.), and Vehicle Storage Facility Charges.

Table for Vehicle Storage Facility Charges with columns for Date From, To, Storage Fee, Notification Fee, Impoundment Fee, and Government or Law Enforcement Fee.

NOTICE! CARS WILL NOT BE RELEASED UNTIL PAID IN FULL * SU AUTO NO SERA ENTREGADO HASTA QUE CUENA SE PAGUE POR COMPLETO. NO EXCEPTIONS!
I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED THE TEXAS OCCUPATIONS CODE
*CHAPTER 2308 *RIGHTS OF OWNER AND OPERATORS OF STORED VEHICLES FORMS.

SIGNATURE: Date: Time:
Direct all Complaints To: Texas Department of Licensing & regulation
Justice of the Peace Gilbert Saenz
VSF Operator: Nancy Rangel # 24964, Jennifer Coronado #24657, Francisca Coronado #24654, Fernando Coronado #24658

AI-42965

Tax Office 10. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of Progreso for Scofflaw vehicle registration denial services.

BACKGROUND

The County Tax Assessor Collector's Office will be denying vehicle registrations to individuals that owe delinquent fines and fees to the City of Progreso. For this service, the County Tax Assessor Collections Office will assess a \$20.00 fee for each record renewed.

Attachments

Interlocal Agreement between City of Progreso and County of Hidalgo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 10:39 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Mary Garcia		Started On: 02/03/2014 09:13 AM
	Final Approval Date: 02/14/2014	

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PROGRESO, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS**

This Agreement made and entered into this ____ day of _____, 20__, by and between the **County of Hidalgo, Texas**, hereinafter referred to as "County", with the agreement, consent, and participation of the Hidalgo County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the **City of Progreso, Texas**, hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

WHEREAS, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW, THEREFORE, this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2. DUTIES OF THE CITY.

2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the State of Texas (State), pursuant to the City's contract with State, with a detailed listing of flagged vehicle owners and subsequently cleared vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.

2.2 City shall provide the County Tax Assessor-Collector with a Scofflaw Denial / Release Form when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or

2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or

2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.

2.3 After a Scofflaw Denial / Release Form as indicated above is received, the County Tax Assessor-collector may not refuse to register the motor vehicle.

2.4 City shall provide necessary Scofflaw Denial / Release Forms indicating that a traffic law matter is cleared for presentation to the County Tax Assessor-Collector pursuant to Section 2.2 above on a form that is acceptable to County.

2.5 City shall provide to County instructions in English in a form acceptable to County for County to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.

2.6 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made regarding denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

2.7 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.

2.8 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.

2.9 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.

2.10 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2.10.1 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.

3.1 The County Tax Assessor-Collector shall:

3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with State and identified in accordance with Texas Transportation Code Chapter 702.

3.2 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receipt of a Scofflaw Denial / Release Form from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.

3.3 The County Tax Assessor-Collector shall at any time have the sole

authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. CONSIDERATION AND PAYMENT.

4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(3-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.

4.2 City shall assess a \$20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.

4.3 In the event the County denies registration and the City subsequently dismisses the charges entirely, or otherwise no collection is made, City shall not be required to pay County for the registration denial.

4.4 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.

4.5 City shall, on a quarterly basis, provide County a report reconciling the \$20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

5. TERM AND TERMINATION.

This Agreement shall be effective upon its date of execution by the last party to execute the Agreement and shall terminate one year thereafter. The Agreement shall automatically renew for a one-year term. This Agreement may be terminated with or without cause at any time by either party upon sixty (60) days written notice to the other parties.

6. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first

class, return receipt requested to:

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 W. University Dr.
Edinburg, TX 78539

With Copy to: County Tax Assessor-Collector
Attn: Pablo (Paul) Villarreal, Jr.
2804 US Hwy 281
Edinburg, TX 78539

If to City of Progreso: City of Progreso
Attn: Omar Vela, Mayor
P.O. Box 699
Progreso, TX 78579

With Copy to: Progreso Municipal Court
Attn: Ricardo Gomez, Presiding Judge
P.O. Box 699
Progreso, TX 7857

7. **INDEMNIFICATION.**

To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. **FISCAL FUNDING.**

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or

expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

9. **VENUE.**

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas.

10. **NONDISCRIMINATION.**

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation.

11. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. **SEVERABILITY.**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. **DEFAULT/WAIVER/MITIGATION.**

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement

does not preclude pursuit of other remedies in this Agreement or Provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING.

In the event that any work or part thereof is funded by State of Texas or U.S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. HEADINGS.

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

16. NUMBER AND GENDER.

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. COUNTERPARTS.

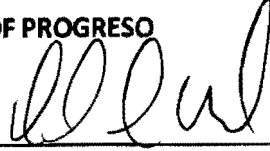
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. REMEDIES.

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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

CITY OF PROGRESO



Orlando Vela, Mayor-Protem

ATTEST:

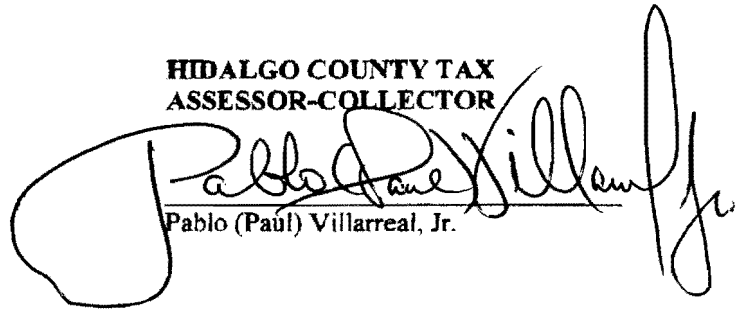


Lizette Villarreal, City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

**HIDALGO COUNTY TAX
ASSESSOR-COLLECTOR**



Pablo (Paul) Villarreal, Jr.

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

**Office of Criminal District Attorney
Rene Guerra**

By:

Michael L. Garza
Assistant District Attorney

AI-43015

Tax Office 10. B.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation for consideration, discussion and approval of Amendment One to Lease Between the County of Hidalgo and the State of Texas Registration and Title Systems (RTS) information Resources and Support to include the use of Remote Sticker Printing Systems (RSPS) to reflect equipment at the Tax Office located in the new Administration Building in Edinburg.
Requisition# 251408.

BACKGROUND

Requisition # 251408
\$7,500.00 RTS Lease

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-15-140-001-0-442

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 251408 as of 2-13-14 \$7,500.00 for TEXAS DEPT. OF TRANSPORTATION.

Attachments

RTS Lease Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 11:27 AM
Manuel Chapa	Manuel Chapa	02/13/2014 08:51 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Mary Garcia		Started On: 02/05/2014 08:31 AM
	Final Approval Date: 02/14/2014	

Mary Garcia-Jackson

From: Santos Castilleja
Sent: Tuesday, February 04, 2014 4:35 PM
To: Sergio Cruz
Cc: Mary Garcia-Jackson; Eva Mireles; Edgar Jaramillo
Subject: DMV - Lease of 5 RTS Worstations

Dear Mr. Cruz,

As you know, the additional area to process title and registration transactions is just about complete. Our office is requesting 5 additional RTS systems from the TXDMV to place in that new area. These systems would have to be leased at a rate of \$1,500 per year. We will add this item to the agenda for approval by Commissioner's Court. TXDMV would need a signed Amendment to the lease Agreement.

Caption

Presentation for consideration, discussion and approval of Amendment One to Lease between the County of Hidalgo and the State of Texas Registration and Title Systems (RTS) Information Resources and Support to include the use of Remote Sticker Printing Systems (RSPS) to reflect equipment at the Tax Office Located in the new Administration Building in Edinburg.

Budgetary Impact

\$7,500.00 RTS Lease

If you have any questions, please feel free to ask.

Santos Castilleja III
Motor Vehicle Manager



Hidalgo County Tax Office
Department of Auto License & Registration
PO Box 178, 2802 S. Bus. Hwy. 281
Edinburg, TX 78540-0178
Tel: (956) 289-7458
Fax: (956) 318-2191
santos.castilleja@hidalgocountytax.org

CONFIDENTIALITY NOTICE:

This E-mail and any attachments are confidential. If you are not the intended recipient, you do not have permission to disclose, copy, distribute, or open any attachments. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

STATE OF TEXAS

(Rev. May, 2011)

COUNTY OF HIDALGO

AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.002 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of HIDALGO, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated _____.

In addition to the provisions of the original county agreement, TxDMV's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

The County of HIDALGO, Texas will lease 5 additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Site Name	New (N) or Existing (E) Site	Site Address	Number of Items
EDINBURG OFFICE	(E) EXISTING	2804 S BUS HWY 281	5 WORKSTATION
		EDINBURG, TX 78540	BASIC

County Judge _____ Date: _____

_____ County

Randy Elliston, Director Date: _____
Vehicle Titles and Registration Division

EXHIBIT "A" To Amendment One State of Texas, County of HIDALGO

1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased at County expense from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement."
2. Submitting a signed amendment form to Randy Elliston, Director, Vehicle Titles and Registration Division, will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be \$1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of \$2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	County Site	Quantity	Individual Item Cost	Total Annual Cost
1.	Workstation, Basic ¹	EDINBURG, TX	5	\$1,500.00	7,500.00
2.	Remote Sticker Printing System (Renewal) ²			600.00	
3.	Remote Sticker Printing System (DTA) ³			600.00	
4.	Uninterrupted Power Supply			125.00	
5.	Printer Laser, HP 8000 (high capacity)			1,100.00	
6.	Additional Printer			250.00	
7.	Bar code reader			550.00	
8.	New Site Cost (one time fee)			2,500.00	
				Annual Leasing Fee	7,500.00

¹ The Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary), in a normal environment.

² The Remote Sticker Printing System (RSPS renewal) includes all standard items for full functionality at your subcontractor (laptop, bar code reader, printer, software, support, and two flash drives).

³ The RSPS (DTA) includes all standard items for full functionality at your subcontractor vehicle dealer (laptop, printer, software, support, and two flash drives).

AI-42969

Tax Office 10. C.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation for discussion, consideration, and approval of a new Car Dealer Agreement between Hidalgo County and Penske Automotive Group (PAG McAllen T1, LLC dba Frank Smith Toyota and PAG McAllen H1, LLC dba Frank Smith Hyundai). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license registration stickers and license plates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Revenues coming in

Attachments

Approval of New Car Dealer Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 10:26 AM
Manuel Chapa	Manuel Chapa	02/13/2014 05:03 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Mary Garcia		Started On: 02/03/2014 10:00 AM
	Final Approval Date: 02/14/2014	

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and PAG McAllen T1, LLC (Frank Smith Toyota), hereafter referred to as "DISTRIBUTOR."

WHEREAS, Distributor desires to act as an agent of the Tax Assessor-Collector in the issuance of Motor Vehicle License Renewal Stickers; and

WHEREAS, public convenience will be furthered by the addition of locations for the public to obtain Motor Vehicle License Renewal Stickers.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The Distributor agrees to enter into an agreement to lease from the County point of sale sticker printing equipment and supplies, needed for issuance to the public by the Distributor, motor vehicle registration renewal stickers. The lease will be for the period of one year at the rate of \$600.00 payable on the date of the agreement. Subsequent year rates will be determined by actual cost set forth by the Texas Department of Motor Vehicles.
2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this agreement are paid over to the County, the Distributor agrees to post a surety bond, or cash deposit in the amount of \$5,000.00 per point of sale workstation, naming the Hidalgo County Tax Assessor-Collector as obligee on said bond. If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company of financial institution acceptable to the County. Upon posting of said bond, the Distributor shall be entitled to the issuance of not more than one (1) work station as listed on Exhibit "A".
3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle of in any way assist in the issuance of stickers take an oath of deputation to be given by the Tax Assessor-Collector to serve as authorized agents for the issuance of license renewal stickers. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of stickers until said officer, agent or employee has been

deputized by the Tax Assessor-Collector, and until all Distributor personnel are trained in accordance with the Tax Assessor-Collector qualifications, and follow all training programs in the Tax Office before the issuance of said license stickers.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all stickers and supplies furnished by the County to the Distributor's receiving agents.
5. All point of sale equipment, supplies and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.
6. The Distributor shall collect the fees prescribed by the Hidalgo County Tax Assessor-Collector for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. The Distributor shall forward collected fees not less often than weekly or more often as required by the Tax Assessor-Collector to the Office of the Hidalgo County Tax Assessor-Collector. All collected fees must be accompanied by a report that will account for all stickers sold and fees collected. Stickers that are unaccounted for, all fees and reports will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of \$72.75.
7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to "Pablo (Paul) Villarreal Jr., Tax Assessor-Collector," and shall each bear such information as may be required by such rules as are now or shall hereafter be promulgated, in writing, by the Hidalgo County Tax Assessor-Collector. All cash accepted by distributor shall be replaced by a money order or cashiers check made payable to the Hidalgo County Tax Assessor-Collector. In the event the Distributor accepts checks other than made payable to Hidalgo County Tax Assessor-Collector, the Distributor shall immediately replace said checks with cash.
8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more

of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies of forms required.

9. The Distributor shall deliver as often as required by the Hidalgo County Tax Assessor-Collector a license report in the form required by County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification.
10. Distributor shall, upon receiving a delivery of boxes of sticker inventory from the Tax Assessor-Collector, verify that the shipping invoice matches the number of sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the Hidalgo County Tax Assessor-Collector's Office.
11. Any changes in the ownership of Distributor must be immediately reported in writing to the Hidalgo County Tax Assessor-Collector's Office. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license renewal agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.
12. Distributor will provide access to the authorized representatives of the Hidalgo County Tax Assessor-Collector's Office to the area where license renewal stickers are sold and stored, and will provide the necessary assistance requested in auditing or checking license renewal stickers or supplies.
13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license renewal sticker.
14. In order to serve as a license renewal agent, Distributor agrees to abide by all rules, regulations, and requirements of the Hidalgo county Tax Assessor-Collector, as may from time to time be amended.
15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated, the distributor shall return to the County all outstanding inventories of stickers, together with supplies and payment for stickers issued, and a final report within twenty four (24) hours after the termination date.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after mailing) Distributor shall have twenty four (24) hours to return to County all supplies, payment for stickers issued, and final reports, as set forth in numbered paragraph 19., hereof.
17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor and the Distributor fails to return supplies and funds within the time allowed in numbered paragraphs 19 and 20 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.
18. The term of this agreement shall commence upon receipt by the Hidalgo County Tax Assessor-Collector of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof.
19. Any notices given under the agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:


COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: PAG McAllen T1, LLC
(FRANK SMITH TOYOTA)
1625 W. EXPRESSWAY 83
PHARR, TX 78577

20. This agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE ____ DAY OF _____, 2014.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: 
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

PAG McAllen T1, LLC
(FRANK SMITH TOYOTA)

BY:  _____

PRINTED NAME: George Raysik

TITLE: Secretary & Treasurer

**HIDALGO COUNTY TAX ASSESSOR COLLECTOR
DEPARTMENT OF AUTO LICENSE AND REGISTRATION**

GDN #	Business Name	DBA	Contact	Address	City	Zip	Phone
P123289	PAG McAllen T1, LLC (Frank Smith Toyota)	Frank Smith Toyota	Nelda Ramirez	1625 W. Exp 83	Pharr	78577	1-866-413-1815

AI-43127

Health & Human Services Dept. 11. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Interlocal Cooperation Agreement between City of McAllen and Hidalgo County. (The purpose of the Agreement is to provide the South Texas Hurricane conference for personnel who respond and provide services in cases of emergencies involving hurricanes and other potential public calamities.)

BACKGROUND

South Texas Hurricane Conference - 2014

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-013-4-320

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Budget for this line item was approved on 01/14/14 through AI-42459 but has not posted in ALIO. Account balance is \$38,445.00.

Attachments

Interlocal

Legal Review

Form Review

Inbox
Budget & Management
Purchasing Department

Reviewed By
Debbie Tamez
Monica Badillo

Date
02/12/2014 10:32 AM
02/14/2014 04:27 PM
Started On: 02/11/2014 09:40 AM

Form Started By: Mike Escaname

Final Approval Date: 02/14/2014

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MCALLEN, TEXAS
AND HIDALGO COUNTY, TEXAS**

THIS Agreement is made on this the 18th day of February, 2014, by and between the **CITY OF MCALLEN, TEXAS** and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as the "County" , pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

WHEREAS, McAllen is a city in the County of Hidalgo, State of Texas

WHEREAS, the County and the City of McAllen, Texas desire to provide the South Texas Hurricane Conference for personnel, including emergency response managers, first-line supervisors and administrators who will function as incident commanders, emergency management coordinators, public utility workers, local stakeholders at all levels of government, private sector, public health, non-profit organizations, and any other entity including the volunteers from the general public who respond and provide services in cases of emergencies involving hurricanes, natural disasters and other potential public calamities primarily in mitigation, preparedness, response and recovery;

WHEREAS, the County and City of McAllen, Texas desire to enter into the Agreement in an effort to provide the South Texas Hurricane Conference and make the most efficient use of their resources for necessary training, networking, and professional development as stated herein in the most practicable and efficient manner possible;

WHEREAS, the County will collaborate with the City of McAllen, Texas to provide an adequate facility and services in which to provide the South Texas Hurricane Conference and host the specialized conference described herein;

WHEREAS, the City of McAllen, Texas and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. City of McAllen, Texas and the County shall provide up to 450 participants for the South Texas Hurricane Conference at no cost to the participants.
2. City of McAllen, Texas and the County agree to provide a suitable conference facility and exhibit hall in which the South Texas Hurricane Conference will be conducted
3. The South Texas Hurricane Conference will be conducted June 4-5, 2014.
4. City of McAllen, Texas shall provide up to \$5,000 (five thousand dollars) to support the South Texas Hurricane Conference costs.

5. County shall provide a firm fixed fee of Thirty Five Thousand Dollars (\$35,000) to City of McAllen, Texas for the South Texas Hurricane Conference costs.
6. The costs described in paragraph 5 above include all costs to the County for the venue and management services.
7. **Insurance:** City of McAllen, Texas is self-insured.
8. **Termination.** Either party may terminate this agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all.
9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the 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 affected provision or provision of this Agreement shall by modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts exists.
10. **No Waiver:** No waiver by any party hereto 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.
11. **Entire Agreement:** The Agreement contains the entire contact among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of McAllen, Texas and the County, and not otherwise.
12. **Liabilities:** "This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither City of McAllen nor Hidalgo County waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties."
13. **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 commercial courier with delivery signature required, and addresses to the parties at the addresses set forth below or at such other addresses as may be theretofore specified by written notice delivered in accordance herewith:

If to City of McAllen, Texas:

Ms. Wendy L. Smith
Asst. City Manager/ Deputy EMC
City of McAllen
PO Box 220
McAllen, TX 78505
956-681-1001
956-681-1010
WLSMITH@McAllen.net

If to the County:

County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, TX 78539
956-318-2600
956-318-2699

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given or all purposes at such time as it is personally delivered to the addressee or, if sent by way of commercial courier, at such time as it is delivered to the commercial courier.

14. **Additional Documents:** The parties hereto warrant 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 the Agreement.

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

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

17. **Authority to Execute:** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolution, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

18. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **Severability:** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of the Agreement, and such part of the Agreement will be deemed to have been stricken hereto from and the remainder of the Agreement will have the same force and effect as if such part or parts had never been included herein.

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

HIDALGO COUNTY, TEXAS

Signature

 Ramon Garcia
Name

 Hidalgo County Judge
Title

 February 18, 2014
Date

CITY OF MCALLEN, TEXAS

Signature

Name

Title

Date

Mike Escaname

From: Michael Garza <michael.garza@da.co.hidalgo.tx.us>
Sent: Thursday, February 13, 2014 11:34 AM
To: 'Nancy Pearl Trevino'; 'victor garza'
Cc: josephine.ramirez@da.co.hidalgo.tx.us; 'Mike Escaname'; 'Eddie Olivarez'; 'Eva Rubio'
Subject: RE: Interlocal Agreement for the South Texas Hurricane Conference

Nancy,

Our office approves this ILA as to form.

Please let us know if we can be of any further assistance.

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

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Nancy Pearl Trevino [<mailto:nancy.trevino@hchd.org>]
Sent: Tuesday, February 11, 2014 9:27 AM
To: 'victor garza'; michael.garza@da.co.hidalgo.tx.us
Cc: josephine.ramirez@da.co.hidalgo.tx.us; Mike Escaname; Eddie Olivarez; Eva Rubio
Subject: Interlocal Agreement for the South Texas Hurricane Conference
Importance: High

Victor, Michael, and Josephine - Good morning,

This is the Interlocal Agreement which has passed the McAllen's City Council's Commission for our 2014 South Texas Hurricane Conference.

NO MODIFICATIONS were made from last year's agreement which you all had approved.

The only change was the dollar amounts.

We would like your blessing on this document as it is being presented to Commissioner's Court next Tuesday (2-18-14).

Thank you I appreciate your efficiency in the approval.

Respectfully,

Nancy Pearl Trevino, MS, CPS, ICPS
Public Health Emergency Preparedness
Asst. Coordinator
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, TX 78539

Office: 956-318-2426 Ext. 7337

fax: 956-318-2431

email: nancy.trevino@hchd.org



***Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system. ***

AI-43017

Health & Human Services Dept. 11. B.

CC REGULAR

Meeting Date: 02/18/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval of "Summary of our Business Ethics Program Compliance Policy Manual" between Mission Hospital, Inc. and Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Legal Approval

Compliance Policy Manual

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	02/14/2014 09:38 AM
Budget & Management	Debbie Tamez	02/14/2014 09:45 AM
Obdett Calzada	Obdett Calzada	02/14/2014 10:59 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Perla Lopez		Started On: 02/05/2014 08:44 AM
	Final Approval Date: 02/14/2014	

From: "Steve Crain" <scrain@atlashall.com>
To: "Perla Lopez" <perla.lopez@mail.hchd.org>
Subject: RE: Legal Counsel Review & Approval
Date: 2/4/2014 4:02:40 PM

The policy is OK.

From: Perla Lopez [mailto:perla.lopez@mail.hchd.org]
Sent: Tuesday, February 04, 2014 3:33 PM
To: Steve Crain
Cc: Dairen Sarmiento
Subject: Legal Counsel Review & Approval

Steve,

Good afternoon. Hope you are doing well. For your review, attached please find Mission Hospital's "Summary of our Business Ethics Program Compliance Policy Manual". The Policy will be presented to CC for approval; therefore, please provide feedback and/or approval of this policy. Should you have any questions or concerns, please don't hesitate to contact me. Have a great afternoon.

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

Mission Hospital , Inc.
SUMMARY OF OUR BUSINESS ETHICS PROGRAM
COMPLIANCE POLICY MANUAL

For Contractor/Vendor Representatives

Hospitals in Texas and throughout the country are operating under an ever-expanding framework of statutes and regulations. In order to best ensure that Mission Hospital, Inc. and its contractor/vendor representatives remain in compliance with applicable laws and regulations, and to detect possible violations of these laws when they occur, Mission Hospital has adopted a Business Ethics Program Policy Manual and has begun implementing its Business Ethics Program.

The Board of Directors of Mission Hospital, Inc. (the "Hospital") considers it desirable to publish this Summary Policy on Business Ethics in order to assist contractor/vendor representatives to avoid both the fact and appearance of improper corporate activities and in assuring that all applicable laws are obeyed.

This summary is to be distributed to all contractor/vendor representatives.

General Policy- It is the Policy of Mission Hospital, Inc. to provide services in compliance with all state and federal laws governing its operation, and consistent with the highest standards of business and professional ethics. This policy is a solemn commitment to our patients, community, government agencies and to ourselves.

Requires all contractor/vendor representatives to comply with these policies. Conduct that does not comply with the Policy Manual is not authorized by the Hospital, is outside the scope of employment and professional staff membership, and may subject contractor/vendor representatives disciplinary action.

Requires any subject contractor/vendor representatives who becomes aware of any apparent violation of the Hospital's policies to report it to his/her supervisor, manager, or to the Compliance Officer at ext. 435, fax ext. 463, or hotline 1-800-273-8452. Reports are confidential to the fullest extent possible. If an employee or professional staff member does not report conduct violating the Hospital's policies, that employee or professional staff member may be subject to disciplinary action, up to and including termination of employment or revocation of privileges.

Payments, Discounts, and Gifts -It is illegal for the Hospital to provide or accept payment in exchange for referrals of patients, goods or services covered under the benefits of Medicare or Medicaid.

Billing and Claims - Mission Hospital, Inc. only bills for services rendered and all bills must comply with billing requirements for government-sponsored programs and other payors.

Patient Referrals -Patients or their legal representatives are free to select their health care providers and suppliers subject to the requirements of their health insurance plans.

Physician Recruitment -Physicians cannot be required to refer patients to the Hospital, and the amount of compensation or support cannot be related to the volume or value of referrals.

Physician Practice Acquisition-

Generally, amounts paid by the Hospital or acquisitions must reflect the fair market value of the acquired practice.

Patient Transfers -Each patient who presents at the emergency department must receive an appropriate medical screening examination. Patients cannot be transferred from an emergency room to another facility unless it is medically appropriate.

Market Competition-Hospital policy prohibits unreasonable restraints of competition and agreements to fix prices, divide markets, and boycott competitors.

Tax Exempt Organizations -As a not-for-profit hospital serving charitable purposes and providing a community benefit, the Hospital holds federal tax-exempt status. Private individuals may not receive more than an incidental benefit from Hospital assets or receive any "private inurement".

Tax Exempt Bonds -Federal securities laws govern the dissemination or use of information, which might be of interest to persons considering the purchase or sale of bonds.

Waste Disposal-The Hospital is committed to safe and responsible disposal of bio-hazardous waste and other waste products.

Controlled Substance-Improper use of these substances is illegal and extremely dangerous.

Confidentiality-Hospital employees and health care professionals possess sensitive, privileged information about patients and their care. Employees should not discuss patient's medical condition or provide any information about patients to anyone other than Hospital personnel who need the information or other authorized persons. Proprietary business information should also be kept confidential.

Discrimination-The Hospital is committed to a policy of nondiscrimination and equal opportunity for all qualified applicants and employees, without regard to race, color, sex, religion, age, national origin, ancestry, disability, veteran status or any other criteria illegal under applicable discrimination statutes. Our policy of nondiscrimination extends to the care of patients.

Political Contributions -The Hospitals political activities are limited by law. Corporations may not make any contributions, direct or indirect, to candidates for federal office.

Purchasing -The Hospital is committed to a fair and objective procurement system, which results in the acquisition of quality goods and services for the Hospital at a fair price.

Fund Raising- It is illegal for any employee or representative of the Hospital to make any false or misleading statement in connection with a solicitation of funds or sale of goods or services to benefit the Hospital.

Conflicts of Interest-Hospital employees should act with total objectivity in carrying out their duties for the Hospital and should avoid all potential conflicts of interest.

Independent Contractors and Vendors-The Hospital's policy is that all contractors and vendors who provide items or services to the Hospital must comply with all applicable laws and Hospital policies.

Regulations-The Hospital's policy is to comply with the regulations that control the licenses and certifications that allow the Hospital to deliver care to its patients (i.e. JCAHO, OSHA, Medicare certification and conditions of participation, etc.)

Response to Investigations-The Hospital will comply with subpoenas and cooperate with governmental investigations to the full extent required by law.

Federally Funded Grants-Hospital personnel will abide by all applicable regulations, including but not limited to, accurate reporting and appropriate expenditures of grant funds.

Reporting Requirements-Individual personnel must make themselves aware of specific provisions governing reporting requirements (i.e. suspected abuse and neglect cases, communicable diseases, gunshot wounds and others governed by licensing acts).

**CONTRACTOR/VENDOR REPRESENTATIVE CERTIFICATION
AND AGREEMENT OF COMPLIANCE**

I hereby certify that I am a duly-authorized officer of the independent contractor/vendor representative named below ("Contractor/Vendor Representative). On behalf of the Contractor and its officers, directors, employees, and agents, I certify that I have received and read the "Summary of the Business Ethics Compliance Policy Manual" of Mission Hospital, Inc. (the "Hospital"), and fully understand the requirements set forth in that document. I certify that the Contractor/Vendor Representative shall act in full accordance with all rules and policies of the Hospital. These rules and policies include the Hospital's commitment to comply with all applicable federal and state laws, and the Hospital's commitment to conduct its business in compliance with the highest ethical standards.

To this end, the Contractor/Vendor Representative expressly agrees that the Hospital's "Business Ethics Compliance Program" shall be incorporated within and made a part of the Contractor's/Vendor Representative agreement with the Hospital and shall survive termination of that agreement for any reason. Any failure of the Contractor/Vendor Representative to comply with the rules and policies set forth in the Hospital's Business Ethics Compliance Program, or to report violations of these rules and policies, may result in immediate termination by the Hospital of its agreement with the Contractor/Vendor Representative.

Name of Contractor/Vendor Representative: Ramon Garcia, County Judge

Company: Hidalgo County

Address: 1304 S. 25th Ave. Edinburg, TX 78542

Signature: _____

Date: _____

AI-42923

Health & Human Services Dept. 11. C.

CC REGULAR

Meeting Date: 02/18/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to pay claim to Mid Valley Cemetery Inc, Invoice #18 in the amount of \$1,600.00 for date of service 1/15/14.

BACKGROUND

No contract in place at the time of service. Contract expired on 12/13/13 and new contract was not approved until 1/21/14.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-444-00-240-002-0-345

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2-3-14

Attachments

inv 18

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/31/2014 02:46 PM
Manuel Chapa	Manuel Chapa	02/03/2014 02:27 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Dairen Sarmiento		Started On: 01/30/2014 08:52 AM
	Final Approval Date: 02/14/2014	

Val Verde Memorial Gardens

P.O. Box 671, Donna, Tx 78537

Office: 956.464.6060 Fax: 956.464.6284

Web: www.ValVerdeMemorial.com

RECEIVED

JAN 17 2014

HidalgoCountyHumanServices

Invoice

Date 01/15/2014

Invoice # 18

Bill To:

Hidalgo Co. Health & Human Services Dept.

1304 S. 25th Street

Edinburg, TX 78542

Contract	Service Date	Description	Amount
10900	01/15/2014	John Doe Case #13-49909 Sec U Lot 1 Sp 1	\$ 1,600.00

Thank you for your business!

Total Due

\$ 1,600.00

INVOICE RECEIVED BY:

Arcia on 1-17-14

GOODS/SERVICES RECEIVED BY:

Arcia/Garcia on 1-14-14

14 -1100-444-00-240-00Z-0-345

\$1600.00

X

AI-43001

Fire Marshal's Office 12. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Sulema Cavazos, FIRE
MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Requesting permission to allow Fire Marshal Juan Martinez to attend the 2014 International Training Conference for Fire & Arson Investigators in Las Vegas, Nevada on April 13-18, 2014.
Meals-Requisition#251341 Airfare-Requisition#251312 Registration-Requisition#251317
Hotel-Requisition#251298

BACKGROUND

Fire Marshal will gain certification hours, its a tested course, and is required to take IAAI courses to keep up with his IAAI certification

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-422-10-300-001-0-583/584

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2-13-14
Requisition# 251341, 251312, 251317, 251298

Attachments

signed form

Travel-Las Vegas-IAAI

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 11:09 AM
Manuel Chapa	Manuel Chapa	02/13/2014 09:47 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Sulema Cavazos		Started On: 02/04/2014 02:34 PM
	Final Approval Date: 02/14/2014	

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL



DEPARTMENT NAME: Fire Marshal's Office
NAME & TITLE OF EMPLOYEE(S): Juan Martinez, Fire Marshal
TRAVELING: 1
DATE OF REQUEST: 02/04/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

TITLE OF EVENT: 2014 International Training Conference for Fire & Arson Investigators
EVENT INFORMATION

EVENT DATE(S) FROM: 04/13/14 TO: 04/18/14
DEPARTURE DATE: 04/12/14
RETURN DATE: 04/18/14
LOCATION OF EVENT: CITY: Las Vegas STATE: Nevada
PURPOSE OF TRAVEL

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE
 Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/or event. If applicable, justify the need for multiple persons traveling to the same event.
 Trainings of this nature will keep me abreast of new and changing policies and procedures, thus enabling me to better perform my duties as Fire Marshal for Hidalgo County.

SUMMARY OF ESTIMATED TRAVEL EXPENSES		ESTIMATED	FUNDS AVAILABLE (DBM USE ONLY)	MODE OF TRAVEL (Place an "X" by applicable mode of travel)
1. REGISTRATION FEES(S)		\$ 595.00	\$ 595.00	<input checked="" type="checkbox"/> AIRFARE
2. AIRFARE - ROUNDTRIP COACH FARE ONLY		\$ 1,069.00	\$ 1,069.00	<input type="checkbox"/> BUS
3. TAXI FARE		\$ -	\$ -	<input type="checkbox"/> RENTAL CAR
4. BUS FARE		\$ -	\$ -	<input type="checkbox"/> COUNTY VEHICLE
5. RENTAL CAR		\$ -	\$ -	<input type="checkbox"/> PRIVATE VEHICLE
6. GASOLINE/DIESEL/FUEL		\$ -	\$ -	<input type="checkbox"/> OTHER** (Specify)
7. MILEAGE REIMBURSEMENT		\$ -	\$ -	
8. TELEPHONE CALLS		\$ -	\$ -	
9. PARKING		\$ -	\$ -	
10. LODGING		\$ 598.08	\$ 598.08	
11. MEALS		\$ 273.00	\$ 273.00	
12. OTHER EXPENSES		\$ -	\$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES		\$ 2,535.08	\$ 2,535.08	

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.
 ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

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

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: [Signature]
 DATE: 2/4/14
 DEPARTMENT CONTACT PERSON: [Signature]
 PHONE NO.: 388-2650

REVIEWED BY (PRINT NAME): Janie Ailes
 DATE: 2-7-14
 REVIEWER'S SIGNATURE: [Signature]
 PHONE NO.: 75601

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

Registration # 251317
 Airfare # 251312
 Lodging # 251298
 Meals # 251341

RECEIVED
 FEB 07 2014

RECEIVED BY



HIDALGO COUNTY, TEXAS

APPLICATION FOR OFFICIAL TRAVEL

	DATE OF REQUEST: 02/04/14
	TOTAL NUMBER OF EMPLOYEES TRAVELING: 1
DEPARTMENT NAME: Fire Marshal's Office	
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Juan Martinez, Fire Marshal	

EVENT INFORMATION

TITLE OF EVENT: 2014 International Training Conference for Fire & Arson Investigators
EVENT DATE(S) FROM: 04/13/14 TO: 04/18/14
DEPARTURE DATE: 04/12/14 RETURN DATE: 04/18/14
LOCATION OF EVENT: CITY: Las Vegas STATE: Nevada

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

Trainings of this nature will keep me abreast of new and changing policies and procedures, thus enabling me to better perform my duties as Fire Marshal for Hidalgo County.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE	MODE OF TRAVEL (Place an "X" by applicable mode of travel)
1. REGISTRATION FEE(S)	\$ 595.00		AIRFARE* <input checked="" type="checkbox"/>
Subtotal for Object Code 584	\$ 595.00	\$	BUS** _____
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	\$ 1,069.00		Rental Car** _____
3. TAXI FARE	\$ -		County Vehicle** _____
4. BUS FARE	\$ -		Private Vehicle** _____
5. RENTAL CAR	\$ -		OTHER** (Specify) _____
6. GASOLINE/DIESEL/FUEL	\$ -		
7. MILEAGE REIMBURSEMENT	\$ -		* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.
8. TELEPHONE CALLS	\$ -		
9. PARKING	\$ -		** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparison of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.
10. LODGING	\$ 598.08		
11. MEALS	\$ 273.00		
12. OTHER EXPENSES	\$ -		
Subtotal for Object Code 583	\$ 1,940.08		
13. TOTAL ESTIMATED TRAVEL EXPENSES	\$ 2,535.08	\$	

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

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE: 2/4/14	DEPARTMENT CONTACT PERSON: Sulema Cavazos	PHONE NO.: 318-2656
---	--------------	---	---------------------

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):		SIGNATURE OF DBM DEPARTMENT HEAD:	



HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT: Fire Marshal's Office If, applicable, was travel approved by Co. Exec. Officer? _____

DEPARTURE DATE: 4/12/2014 RETURN DATE: 4/18/2014

TO CITY: Las Vegas STATE: Nevada

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez, Fire Marshal

TOTAL # OF EMPLOYEES ATTENDING SEMINAR: 1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
 Trainings of this nature will keep me abreast of new and changing policies and procedures, therefore, enabling us to better perform our duties at the Hidalgo County Fire Marshal's Office.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: 2014 International Training Conference for Fire & Arson Investigators

SPONSORED BY: International Association of Arson Investigators

REGISTRATION CHECK PAYABLE TO: International Association of Arson Investigators

REGISTRATION ADDRESS: 2111 Baldwin Avenue, Suite 203 SEMINAR START DATE: 4/13/2014
Crofton, MD 21114 SEMINAR END DATE: 4/18/2014
 PURCHASE ORDER NO. _____

1. REGISTRATION COST PER EMPLOYEE: \$ 595.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 1

2. REGISTRATION COST PER EMPLOYEE: _____ NO. OF EMPLOYEES ATTENDING AT THIS RATE: _____


3. "FREE" REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE": _____

GL ACCT NO: 4-1100-422-10-300-001-0-584 TOTAL NO. OF EMPLOYEES ATTENDING: 1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) A.	\$ 595.00
(SEE PAGE 2 FOR SECTIONS B, C, & D)	
TOTAL THIS PAGE (A):	\$ 595.00
TOTAL 2ND PAGE (B + C + D):	\$ 1,667.08
GRAND TOTAL (A + B + C + D)	\$ 2,262.08

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

 DEPARTMENT'S PUBLIC OFFICIAL (Signature)	SULEMA CAVAZOS DEPARTMENT'S CONTACT PERSON	956-318-2656 PHONE #
---	---	-------------------------

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

JUAN MARTINEZ EMPLOYEE NAME (PRINT)	 EMPLOYEE'S SIGNATURE	138126 EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.



HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Fire Marshal's Office
DEPARTURE DATE: 4/12/2014 RETURN DATE: 4/18/2014
TO CITY: Las Vegas STATE: Nevada
NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez, Fire Marshal
TOTAL # OF EMPLOYEES ATTENDING SEMINAR: 1

B. HOTEL RESERVATION(S)

Note: Use of a travel agency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: Rio All-Suites Hotel & Casino HOTEL PHONE NO: 866-746-7671
ADDRESS OF HOTEL: 3700 West Flamingo Road CONFIRMATION NO.(s): _____
Las Vegas, NV 89103
ROOM RATE: \$ 89.00 PURCHASE ORDER NO: _____
NUMBER OF NIGHTS: 6 GENERAL LEDGER ACCT NO: 4-1100-422-10-300-001-0-583
ROOM RATE: _____ TOTAL NO. OF ROOMS: _____
NUMBER OF NIGHTS: _____
ROOM RATE: _____ HOTEL TAX RATE: 12.00%
NUMBER OF NIGHTS: _____
TOTAL CHECK AMOUNT FOR HOTEL (Daily Room Rate x No. of Rooms x No. of Days x Tax Rate) B. \$ 598.08

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO _____ IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed. _____
NAME OF CAR RENTAL COMPANY: _____
ADDRESS OF CAR RENTAL COMPANY: _____
Note: Coordination of travel is required for every group of 4 or less employees
PHONE NUMBER OF CAR RENTAL COMPANY: _____
VEHICLE NO. 1 TYPE: _____ VEHICLE NO. 2 TYPE: _____
DAILY CAR RATE: _____ DAILY CAR RATE: _____
NUMBER OF DAYS: _____ NUMBER OF DAYS: _____
CONFIRMATION NO.: _____ CONFIRMATION NO.: _____
VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING: _____ VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING: _____
PURCHASE ORDER NO. _____ GL ACCT NO: _____
TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) C. \$ -

D. AIRFARE(S)

Note: Use of a travel agency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY: Southwest Airlines
ADDRESS OF AIRLINE COMPANY: 2730 Airport Drive
Harlingen, TX 78550
PHONE NO. OF AIRLINE COMPANY: 956-425-9391 CONFIRMATION NO.: ZT9NMQ
ROUND TRIP AIRFARE PER PERSON: \$ 1,069.00
NUMBER OF TRAVELERS: 1
GENERAL LEDGER ACCOUNT NUMBER 4-1100-422-10-300-001-0-584 P.O. NO. _____
TOTAL CHECK AMOUNT FOR AIRLINE COMPANY D. \$ 1,069.00
SUBTOTAL (B+C+D) \$ 1,667.08



HIDALGO COUNTY, TEXAS OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Juan Martinez	EMPLOYEE I.D. NO:	138126	EMPLOYEE TITLE:	Fire Marshal	
DEPARTMENT:	Fire Marshal's Office	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?	No			
DEPARTURE DATE:	4/12/14	RETURN DATE:	4/18/14			
TIME OF DEPARTURE:	9:10 A.M.	TIME OF RETURN:	8:40 P.M.			
TO CITY:	Las Vegas	STATE:	Nevada			
SEMINAR/CONFERENCE/MEETING:	START DATE:	4/13/2014	END DATE:	4/18/2014	ACTUAL NO. OF DAYS	6
TITLE OF WORKSHOP/CONFERENCE:	2014 International Training Conference For Fire & Arson Investigators					
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Air Travel	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.	Yes			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?						
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?						
Yes		OUT OF STATE				
PURPOSE/BENEFIT TO HIDALGO COUNTY: Trainings of this nature will keep me abreast of new and changing policies and procedures, thus enabling me to better perform my duties as the Fire Marshal for Hidalgo County.						

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)									
Meals will be prorated for partial days	Meal Rate	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	Total
		12-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr	18-Apr	
Breakfast	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$63.00
Lunch	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$84.00
Dinner	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$126.00
Total	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$273.00
Meal per diems must be prorated for 1st day and last day of travel as follows:									
Departure:					Arrival:				
Before 8:00 a.m. (breakfast, lunch, & dinner)			\$ 39.00	Before 8:00 a.m. (breakfast)			\$ 9.00		
8:00 a.m. - 1:00 p.m. (lunch & dinner)			\$ 30.00	8:00 a.m. - 6:00 p.m. (breakfast & lunch)			\$ 21.00		
After 1:00 p.m. (dinner)			\$ 18.00	After 6:00 p.m. (breakfast, lunch, & dinner)			\$ 39.00		
II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):									
Expense type:					days @ \$ 20.00				
III. PERSONAL VEHICLE MILEAGE _____ Miles @ \$ 0.565 (Current Rate) \$ -									
(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.									
Mapquest									
IV. OTHER (Itemize)									
_____ \$ _____									
_____ \$ _____									
V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:					VI. TOTAL TRAVEL ADVANCE REQUESTED: \$ 273.00				
VII. COMMENTS:					VII. GENERAL LEDGER ACCOUNT NUMBER: 4-1100-422-10-300-001-0-583				

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	Juan Martinez DEPARTMENT OFFICIAL'S NAME <small>(Print Name)</small>	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
--------------------	--	--

**HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD**

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 2/3/14
Department: Fire Marshal's Office Requestor: Sulema EXT: 5910
Number of Employees: 1
Employee(s) Name (DOB if requesting airfare): Juan Martinez 10/27/76
Destination: Las Vegas, Nevada
Name of Seminar/Conference: 2014 International Training Conference For Fire & Arson Investigators
Travel Account Number: 4 -1100-422-10-300-001-0-583

HOTEL: Req. #: 251298 P.O. #: _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Rio All-Suites Hotel & Casino Hotel Address: 3700 West Flamingo Road, Las Vegas, NV. 89103
of Rooms: 1 Hotel Ph No: 866-746-7671 ASK FOR DAVID

Check In: 4/12/14 Check Out: 4/18/14
Single Bed or Double Beds

AUTO: Req. #: _____ P.O. #: _____ Vendor # 396095

Rental Location: _____ Type of Vehicle: _____
Date/Time of Pick up: _____ Date/Time of Drop off: _____

AIRFARE: Req. #: 251312 P.O. #: CITIBANK vendor #: 343277
Refundable: YES NO Airline Name: Southwest Airlines

Departure Date/Time: 4/12/14 @ 9:10am Return Date/Time: 4/18/14 @ 8:40pm

 Signature: Elected Official/Department Head Date: 6/2/14
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/06/2012



LAS VEGAS 2014

INTERNATIONAL TRAINING CONFERENCE FOR FIRE AND ARSON INVESTIGATORS SCHEDULE OF CLASSES

Time	Classroom A Fire Investigation & Research	Classroom B Legal Issues & Case Studies	Week Long Course	
			Classroom C Basic Fire Investigation	Classroom D Spanish Basic Fire Investigation
Monday, April 14				
8:00 - 10:00 OPENING CEREMONIES				
10:00 - 12:00 Keynote Presentation The Station Nightclub Fire, Warwick, RI: John Barylck Lessons learned, legal battles & victims rights				
1:00 - 3:00	Building & Fire Codes for the Investigator Robert Goodwin	Establishing Viable & Persuasive Causation Theories in Forensic Litigation Chad Stepan / Josh Iverson / David Bridges	IAAI 40-hour Basic Fire Investigation	IAAI 40-hour Basic Fire Investigation Delivered in Spanish
3:00 - 5:00	3D Technologies for the Fire Investigator Kirk McKinzie	Pitfalls of Expert Testimony: Avoiding Exclusion & Lawyer Tricks Karrie Clinkinbeard / Jerry King		
Tuesday, April 15				
8:00 - 10:00	ANNUAL GENERAL MEETING	Federal Prosecution of Arson Cases – Shaun Sweeney	Dixon Robin Barry Grimm Jim Allen Joseph Konefal	George Codding Ric Torres John Gamboa Jose Viegra
10:00 - 12:00		The Investigation, Arrest & Conviction of a Serial Arsonist (Ohio) Michael Dunton / Angela Poth-Wypasek		
1:00 - 3:00		How to Predict a Serial Arsonist: Case Study of Sweden's Worst Eva Ljungkvist / Dan Granvik <i>(Also offered Thursday AM in Classroom D)</i>		
3:00 - 5:00		Expanding Role of Electronic Modules in Vehicle Fire Investigations Eric Simons		
Wednesday, April 16				
8:00 - 12:00 EVIDENCE COLLECTION PRACTICUM – CHALLENGE FOR IAAI-ECT DESIGNATION. PRIOR REGISTRATION REQUIRED-Classroom D				
8:00 - 10:00	Methodology for Identifying Area of Origin by Using the Building Electrical System Mike Keller <i>(Spanish Translation will be available for this class)</i>	USS Miami Marine Fire Investigation Brian Grove / John Morris	Basic Fire Investigation Continues	Special Note: Spanish Class will attend Classroom A ALL DAY
10:00 - 12:00		Explosives for the Fire Investigator – Chris Case		
1:00 - 3:00	Raising the Bar of Fire Investigation NFPA 921/1033 2014 Editions Randy Watson / George Wendt <i>(Spanish Translation will be available for this class)</i>	A Perfect Storm Brewing for Fire Investigators: The Role of the NAS Report on Forensic Science Terry Dawn-Hewitt / Wayne McKenna		
3:00 - 5:00		Fire Fatality Research – Elayne Pope		
Thursday, April 17				
8:00 - 10:00	Research Updates in ARC Melting Mike Keller <i>(Spanish Translation will be available for this class)</i>	Impact of Fatality Fires on the Investigators William Visnovske / Dr. Jeff Mitchell	Basic Fire Investigation	Special Note: Spanish Class will attend Classroom A ALL DAY
10:00 - 12:00	Fire Protection in Fire Investigations (Construction, Alarms, Sprinklers, & Commerical Kitchens) Jason Kramarczyk <i>(Spanish Translation will be available for this class)</i>	Casby Quadruple Homicide/Arson Investigation Dan Hebert / David Tucholski	Continues	How to Predict a Serial Arsonist: Case Study of Sweden's Worst Eva Ljungkvist/Dan Granvik <i>(Also offered Tuesday PM in Classroom B)</i>
1:00 - 3:00	Impact of Vertical Ventilation on Post-Flashover Fires Ryan McCormick / Lee McCarthy <i>(Spanish Translation will be available for this class)</i>	Industrial Lighting Systems & Fire Causation Dave Powell	Basic Fire Investigation	Special Note: Spanish Class will attend Classroom A ALL DAY
3:00 - 5:00		Consumer Products Safety Commission (CPSC) Focus on Working Cooperatively to Address & Reduce Fire Risk From Consumer Products Marc Schoem	Continues	
Friday, April 18				
8:00 - 12:00	Fuel Air Explosions Scott Davis	Identifying & Examining Youth Fire Setting & Bomb Making Jessica Gotthold	IAAI 40-hour Basic Fire Investigation Concludes	Spanish IAAI 40-hour Basic Fire Investigation Concludes

2014 International Training Conference April 13-18



LAS VEGAS 2014
INTERNATIONAL TRAINING CONFERENCE
FOR FIRE & ARSON INVESTIGATORS

Home Schedule Courses Register Hotel/Transportation

Hotel & Transportation

Rio All-Suites Hotel & Casino
3700 West Flamingo Road
Las Vegas, NV , 89103, US
(866) 746-7671

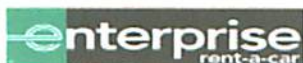
[Make your reservation TODAY!](#)

Transportation and Shuttle Service

The Rio is located 10 minutes from McCarran International Airport and easily reached by taxi, pre-arranged shuttle

The IAAI has corporate rates available through [Enterprise Rental Car](#).

- Click link to Enterprise. This will redirect to Enterprise Reservation page.
- Scroll down to Item #3. Where it says "Optional", enter L180809 and press Enter.
- At the next screen, you will be prompted for a PIN. Enter INT (case sensitive).
- You will then be redirected to the reservation page, where you will proceed as directed to make your reservation.



© 2013 [International Association of Arson Investigators](#) All Rights Reserved.

International Association of Arson Investigators, Inc. 2111 Baldwin Avenue, Suite 203 | Crofton, MD 21114 | Phone: 800-468-IAAI (4224) | Fax: +

[Home](#) | [En español](#) | [Schedule](#) | [Courses](#) | [Register](#) | [Hotel](#) | [Exhibitors](#) | [Poster](#) | [Contact Us](#)

Error: Please do not use back / refresh buttons. Please do not click the submit button more than once.

Registrant Information

Registration For: Mr. Juan G Martinez
 Registration Type: IAAI Member
 Registration Amount: \$595.00

Registered Events

[Add / Edit events for Mr. Juan G Martinez's registration.](#)

Event Name	Date	Starts	Ends	Free Tix	Total Tix	Fee	Total
Presidents Reception	4/13/2014	06:00 PM	10:00 PM	1	1	\$60.00	\$0.00
Awards Banquet	4/15/2014	06:00 PM	10:00 PM	1	1	\$60.00	\$0.00
Event Total:							\$0.00
Registration Total:							\$595.00
Registrant Sub Total:							\$595.00

Registration Totals

Cost of Registration: (Includes Guest Registrations) \$595.00
 Cost of Events: (Includes Guest Registrations) \$0.00
 Total Cost of Registration: \$595.00

[Return to Overview](#)

Enter Promotion Code:
 Total Due (after Discount) \$595.00

Payment Options

Payment Method:

Name on Card:

Address:

Address 2:

City, State & Zip:

Country:

Card Type & Number:

Expiration Month & Year:

Card Security Code:

Where is my Card Security Code? | Why do you need this?

Total Due: \$

Full payment must be received by IAAI prior to the conference start date.

In the event you have already paid, please disregard.

Please call the IAAI office at 800-468-IAAI (4224) office if you need to cancel.

Registrations canceled after 4/5/2013 will be charged a \$50 cancellation fee.

To avoid multiple charges, please only click once. Do not refresh the page.

Attached you will find the confirmation fro MR. Martinez's hotel stay please change req to reflect Citibank as hotel has been charge to the county's credit card hotel will not except checks at all so room has been paid for already.

From: "Rio All-Suite Hotel & Casino" <emails@em.harrahs-notifications.com>
To: "NIELDA CAVAZOS" <NIELDA.CAVAZOS@CO.HIDALGO.TX.US>
Sent: Tuesday, February 4, 2014 10:15:54 AM
Subject: Rio All-Suite Hotel & Casino Reservation Confirmation # DGHNN

View this email with images.

[CAESARS](#) [RESERVATIONS](#) [TOTAL REWARDS](#) [CASINO LOCATOR](#) [DEALS](#) [RESPONSIBLE GAMING](#)



HOTEL CONFIRMATION

RESERVATION CONFIRMATION

This is an automatically generated e-mail. Please DO NOT REPLY to this e-mail.

Dear Juan Martinez,

Thank you for choosing Rio All-Suite Hotel & Casino. Your confirmation number and reservation details are below.

Please keep this page for your records. **Confirmation Number: DGHNN**

[Rio All-Suite Hotel & Casino](#) gives you easy Strip access with complimentary and convenient shuttles. Discover just a taste of all the fun that awaits you here:

- Don't miss [Penn & Teller's](#) rule-breaking show and its big laughs and dazzling illusions.
- If wild nightlife is your preference, it doesn't get much hotter than at [VooDoo Rooftop Nightclub](#), with live music and DJs all 51 stories above the hustle and bustle.
- Excite your senses at [Chippendales](#), a show featuring 12 physically perfect male dancers who delight the audience with a series of disarmingly sexy, yet tasteful, routines.
- The [Village Seafood Buffet](#) is the only all-seafood, all-the-time, all-you-can-eat buffet in Las Vegas featuring lobster, snow crab legs, shrimp, fresh shucked oysters, sushi and much more.
- [iBar](#) features cutting-edge technology at Microsoft Surface tables that revolutionize the Las Vegas lounge experience.

There's something here for everyone!

Shop the Total Rewards Marketplace and earn 1 Reward Credit for every \$1 you spend.

You can now earn Reward Credits while shopping at hundreds of your favorite online retailers at the [Total Rewards Marketplace](#).

Play the Caesars Casino game on Facebook and earn real-world Reward Credits® with the purchase of virtual coins in the game. You'll be able to enjoy an exciting casino experience from home when you play video slots, blackjack and roulette. Send your friends free spins, brag about your big wins and unlock new slots and games. It's free, fun and always accessible on Facebook.

Rio All-Suite
Hotel & Casino



3700 W. F
Las Vegas
1-800-PLA

Connect w



Reservation Information

Guest Name: Juan Martinez
 Confirmation Number: DGHNN
 Check-In Date: 04/12/2014
 Check-Out Date: 04/18/2014
 Number of Adults: 1
 Number of Children:
 Package Name:

Billing Information

Juan Martinez
 NIELDA.CAVAZOS@CO.HIDALGO.TX.US
 RMC xxxx-xxxx-xxxx-6616
 Exp. xx/xx

Rates F

04/12/2014
 USD
 04/13/2014
 USD
 04/14/2014
 USD
 04/15/2014
 USD
 04/16/2014
 USD
 04/17/2014
 USD

Total T
 \$598.08
 *Exclud
 charges
 fees
 **Estim:

Please note:

To redeem a Total Reward's hotel offer the Total Reward customer must be present at check-in with a valid photo ID and T that match the name on the hotel reservation. If a reservation is made combining two Total Rewards accounts, both Total R must be present at check-in with valid IDs. No additional names will be allowed to check-in without the primary guest preser

If the Total Reward customers do not arrive together, they will not be able to check in, but will have the option to book a sep until the arrival of the other Total Reward customer. Upon arrival of both Total Reward's customers we will honor the origina

Did you know you can view your reservation online anytime? Please [click here](#) to view your reservation online.

TERMS AND CONDITIONS

Hotel Information

Rio All-Suite Hotel & Casino
 3700 W. Flamingo
 Las Vegas, NV 89103
 1-800-PLAY-RIO

[Directions](#)

Room Selection & Preferences

KING NS MTWW

**PLEASE NC
 Room prefere
 guaranteed ar
 charges may ;
 are disabled a
 special accor
 please call 1-8
 CAESARS

RIO ALL-SUITE HOTEL & CASINO CANCELLATION POLICY

A 72-hour cancellation notice is required prior to your arrival date to receive a refund of your deposit except non-refundable transferable reservations as noted in the package disclaimer. If you cancel within 72 hours, including reservations made wi your arrival, you will be charged the 1st night's room rate and tax. For Total Rewards customers, this amount will be deduc Total Rewards account. Declined or invalid credit card numbers may result in cancellation of booking without prior notice. F will be accepted for pre-payment of reservation balance only if received at least 30 days prior to arrival date. Checks will n received less than 30 days prior to arrival. Reservations made for [December 29 - 31, 2014](#) require cancellation 7 days prio Cancellations within 7 days of arrival are subject to the forfeit of one nights deposit.

DEPOSITS AND CREDIT CARDS

All reservations must be guaranteed by a major credit card. A valid credit card in the guest's name is required along with payment at check-in for incidentals. For general reservations, one night's room and tax are charged upon booking; for package reservations, the package price of room and tax are charged upon booking. Reservations made with declined or invalid credit cards are subject to cancellation. If your reservation is for arrival within the next 3 days, you will be required to present the same credit card with the deposit to the registration clerk upon arrival for verification.

A credit card or \$200 deposit is required on all reservations. For incidental charging to the room, a \$100 per day credit card is taken in addition to your entire room and tax for the stay (No cash deposits). Alternatively, a one time \$200 flat fee of cash may be given, however, this would only allow phone and movie privileges.

TOTAL REWARDS OFFERS

To redeem a Total Rewards hotel offer the primary Total Rewards customer on the account must be present at check-in with the Total Rewards card that match the name on the hotel reservation. Should a companion arrive prior to the individual with the reservation, the companion will not be able to check-in but will have the option to book a separate reservation until the arrival of the Total Rewards customer. Upon the arrival of the individual with the original reservation, they will be added to the new reservation and will honor the original rates booked.

RATES

Internet rates are not valid with, during, or in conjunction with other Discount programs, including corporate group and junk rates are currently subject to 12% tax and tourism fee that may not be reflected in total cost. Prior to confirmation, all rates are subject to change without notice and based upon limited availability.

ROOM PREFERENCES

We will make every effort to fulfill your preference requests; however they are not guaranteed, as rooms are assigned at check-in. Additional charges may apply for some requests. For accommodation preferences for the physically challenged, please call CAESARS.

CHECK-IN/CHECK-OUT

Check-In time is 4:00pm and Check-Out time is 11:00am.

LATE ARRIVALS

Rooms reserved through Harrahs.com are guaranteed for late arrival (after 6pm).

AGE REQUIREMENT

You must be 21 years of age or older to reserve a room.

ADDITIONAL PERSON CHARGES

Maximum occupancy is four persons per room. There is an additional nightly fee of \$30 per person for rooms with more than four occupants.

DOG POLICY

Guests traveling with their dog will be asked to fill out a waiver form accepting responsibility for any damage or cleaning charges that occur while at the Hotel. Dogs are only allowed in specified guestrooms and guests must make reservations in advance to accommodate a dog. The Hotel only allows dogs that weigh less than 50 pounds and up to two-dogs are allowed per room.

SPECIAL OFFERS VIA MOBILE PHONE

Sign up here to receive valuable entertainment, dining and nightlife offers on your mobile device! Simply enter your mobile phone number and you'll receive exclusive deals directly to your phone.

CONTACT US

If you would like to contact us about a reservation, just click here to use our convenient online form. Please have the hotel reservation confirmation number and check-in date available.

Click here to sign up to receive exclusive email offers from Caesars Entertainment.



Know When To Stop Before You Start @ Gambling Problem? Call 1-800-522-4700.

© 2014 Caesars License Company, LLC. All rights reserved.
PRIVACY | CAESARS

This is a post-only mailing. Please do not reply to this email. Click here for Caesars Customer Service

To ensure receipt of our emails, please add us (emails@em.harrahs-marketing.com) to your Address Book.

The trademarks used herein are owned by Caesars License Company, LLC. and its affiliated companies.

This is an advertisement from Caesars Entertainment. It was transmitted by e-Dialog on behalf of Caesars Entertainment, c/o Caesars Entertainment Operating Company, Inc. ATTN: Total Service Central 3475 Las Vegas Blvd., South, Las Vegas, NV 89109

If you prefer to no longer receive emails from Total Rewards or Caesars Entertainment, please let us know here.

--

Nielda Cavazos, Travel Specialist
Hidalgo County Purchasing
2812 S Bus Hwy 281
Edinburg, Texas 78539
O/956-318-2626
F/956-318-2629

You're all set for your trip!

[My Account](#) | [View My Itinerary](#)

[Check In Online](#)

[Check Flight Status](#)

[Change Flight](#)

[Special Offers](#)

[Hotel Deals](#)

[Car Deal](#)

Ready for takeoff!

Thanks for choosing Southwest[®] for your trip! You'll find everything you need to know about your reservation below. Happy travels!

AIR Itinerary

AIR Confirmation: **ZT9NMQ**

Confirmation Date: 02/4/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
MARTINEZ/JUAN	Join or Add #	5262189223305	Feb 4, 2015	9562

Rapid Rewards points earned are only estimates. Not a member - visit <http://www.southwest.com/rapidrewards> and sign up today!

Date	Flight	Departure/Arrival
Sat Apr 12	2558	Depart HARLINGEN, TX (HRL) on Southwest Airlines at 09:10 AM Arrive in HOUSTON (HOBBY), TX (HOU) at 10:10 AM Anytime
	3122	Change planes to Southwest Airlines in HOUSTON (HOBBY), TX (HOU) at 12:10 PM Arrive in LAS VEGAS, NV (LAS) at 1:30 PM Travel Time 6 hrs 20 mins Anytime
Fri Apr 18	353	Depart LAS VEGAS, NV (LAS) on Southwest Airlines at 1:55 PM Arrive in HOUSTON (HOBBY), TX (HOU) at 6:50 PM Anytime
	47	Change planes to Southwest Airlines in HOUSTON (HOBBY), TX (HOU) at 7:45 PM Arrive in HARLINGEN, TX (HRL) at 8:40 PM Travel Time 4 hrs 45 mins Anytime

What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 1,069.00

Carryon Items: 1 Bag + small personal item are free. [See full details](#). Checked Items: First and second bags fly free. [Weight and size limits apply](#).

Fare Rule(s): 5262189223305: NONTRANSFERABLE

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

HRL WN X/HOU WN LAS478 14YL WN X/HOU WN HRL478 14YL 956 28 END
 ZPHRLHOULASHOU XFHRL4 5HOU3LAS4 5HOU3 AY10 00\$HRL2.50 HOU2.50 LAS2.50
 HOU2.50

Important Reminders:

Checkin

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding compensation.

[Learn About Our Boarding Process](#)

[Get EarlyBird Check-InSM Details](#)

Cost and Payment Summary

AIR - ZT9NMQ		
Base Fare	\$ 956.28	Payment Information
Excise Taxes	\$ 71.72	Payment Type: Mastercard XXXXXXXXXXXX6616
Segment Fee	\$ 16.00	Date: Feb 4, 2014
Passenger Facility Charge	\$ 15.00	Payment Amount: \$1,069.00
September 11th Security Fee	\$ 10.00	
Total Air Cost	\$1,069.00	

Flight Status Alerts

Stay on your way with flight departure or arrival status via text message or email.

Get exclusive travel deals straight to your desktop or iPhone.

[Subscribe Now](#)

[Download DING!](#)

Useful Tools

- [Check In Online](#)
- [Early Bird Check-In](#)
- [View/Share Itinerary](#)
- [Change Air Reservation](#)
- [Cancel Air Reservation](#)
- [Check Flight Status](#)
- [Flight Status Notification](#)

Know Before You Go

- [In the Airport](#)
- [Baggage Policies](#)
- [Suggested Airport Arrival Times](#)
- [Security Procedures](#)
- [Customers of Size](#)
- [In the Air](#)
- [Purchasing and Refunds](#)

Special Travel Needs

- [Traveling with Children](#)
- [Traveling with Pets](#)
- [Unaccompanied Minors](#)
- [Baby on Board](#)
- [Customers with Disabilities](#)

[Book a Car](#)

[Book a Hotel](#)

Legal Policies & Helpful Information

[Privacy Policy](#)

[Customer Service Commitment](#)

[Contact Us](#)

[Notice of Incorporated Terms](#)

[FAQs](#)

[Book Air](#) | [Book Hotel](#) | [Book Car](#) | [Book Vacation Packages](#) | [See Special Offers](#) | [Manage My Account](#)

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee.

See [Southwest Airlines Co. Notice of Incorporation](#)

See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 36647-1CR
Dallas, TX 75235

[Contact Us](#)

Copyright 2014 Southwest Airlines Co. All Rights Reserved

Requisition

Req # 00251298

PO #

Date: 02/03/14

Bill To: x
x

Vendor : 343277
CITIBANK
P.O. BOX 183173
COLUMBUS OH 43218-3173

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: SULEMA
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	NGT	DO NOT DUPLICATE ORDER CO HOTEL STAY FOR FIRE MARSHAL JUAN MARTINEZ TO ATTEND 2014 INTERNATIONAL TRAINING CONFERENCE FOR FIRE & ARSON INVESTIGATORS IN LAS VEGAS, NEVADA APRIL 13-18, 2014 CHECK IN 4/12/18 CHECK OUT 4/18/14 TOTAL OF 6 NIGHTS \$89.00 + 12% TAX=\$99.68 PER NIGHT <u>Account No</u> 4-1100-422-10-300-001-0-583 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	99.68 <u>Encumbrance</u> 598.08 Freight .00 Total 598.08	598.08 .00 598.08

Authorized By: _____

Requisition

Req # 00251317

PO #

Date: 02/04/14

Bill To: x
x

Vendor : 350605
INTERNATIONAL ASSC OF ARSON INVESTIG;
2151 PRIEST BRIDGE DRIVE, STE 25
CROFTON MD 21114-2466
FAX (410)451-9049

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: SULEMA
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER REGISTRATION FOR FIRE MARSHAL JUAN MARTINEZ TO ATTEND 2014 INTERNATIONAL TRAINING CONFERENCE FOR FIRE & ARSON INVESTIGATORS IN LAS VEGAS, NEVADA APRIL 13-18, 2014 REGISTRATION TYPE: IAAI MEMBER FREE PRESIDENTS RECEPTION AND AWARDS BANQUET <u>Account No</u> 4-1100-422-10-300-001-0-584 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	595.00 Encumbrance 595.00 Freight .00 Total 595.00	595.00 .00 595.00

Authorized By: _____

AI-42974

Urban County 13. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Lupita V. Garcia

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a program amendment for Hidalgo County Urban County Program for the City of Alton, the proposed program amendment is for the Fiscal Years 22, 23, 24 & 25 (2009, 2010, 2011, 2012) work plans. The Program Amendment will create a Fire Station/Equipment line item to allow for purchase of equipment for the Alton Fire Department.

BACKGROUND

A Public Hearing was held on January 28, 2014 at 7:30 P.M. at the Alton City Hall and citizen participation requirements have been met. The city then held meeting to approve the amended work plans. (See attached copy of Public Hearing Notice and Regular Meeting city minute excerpts).

2009 Street Improvements \$3453.92 to Fire Station/Equipment
2010 Street Improvements \$12,295.13 to Fire Station/Equipment
2011 Street Improvements \$106,377.45 to Fire Station/Equipment
2012 Repayment- Section 108 \$111,052.34 to Fire Station/Equipment

Total amount amended to Fire Station/Equipment= \$ 233,178.84

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/04/2014 10:30 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Mary Flores		Started On: 02/03/2014 01:17 PM
	Final Approval Date: 02/14/2014	



The City of Alton

509 South Alton Blvd. Alton, Texas 78573-1196
Office (956) 432-0760. Fax (956) 432-0766

January 30, 2014

Guadalupe V Garcia
UCP Coordinator II
Urban County Program
427 Duranta Avenue, Suite 7
Alamo, Texas 78516

Dear Ms. Garcia.

The City of Alton would like to request a budget and program amendment to be able to utilize the following surplus remaining funds to pay Fire Department equipment.


• 2009 – Street Improvements -	\$3,453.92
• 2010 – Street Improvements -	\$12,295.13
• 2011 – Street Improvements -	\$106,377.45
• 2012 – Repayment of Section 108	<u>\$111,052.34</u>
• Total	\$233,178.84

Place in.

- 2012 – Fire Station/Equipment - \$233,178.84

Thank you for all your support. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760

Sincerely,


Steve Pena
Assistant City Manager

CC Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager

**PUBLIC HEARING NOTICE
CITY OF ALTON
URBAN COUNTY PROGRAM**

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of Alton will conduct a Public Hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County program Year 25 (2012).

The Public Hearing will be held on Tuesday, January 28, 2014 at 7:30 pm at the Alton City Hall Commission Chambers located at 509 S Alton Blvd., Alton Texas.

Following is the proposed Budget and Program Amendment for your consideration.

Existing Budget	Urban County Year 22 (2009) Activities	Proposed Budget
\$282,073.81	Street Improvements (-\$3,453.92)	\$ 278,619.89
\$ 0.00	Fire Station/Equipment (+3,453.92)	\$ 3,453.92
<u>\$282,073.81</u>		<u>\$ 282,073.81</u>

The proposed amendment to the Street Improvements line items would decrease funding and Create a Fire Station/Equipment line item for the purchase of equipment for the Alton Fire Station.

Existing Budget	Urban County Year 23 (2010)	Proposed Budget
\$ 249,727.00	Street Improvements (-\$12,295.13)	\$ 237,431.87
\$ 0.00	Fire Station/Equipment (+12,295.13)	\$ 12,295.13
<u>\$ 249,727.00</u>		<u>\$ 249,727.00</u>

The proposed amendment to the Street Improvements line items would Decrease funding and Create a Fire Station line item for the purchase of equipment for the Alton Fire Station.

Existing Budget	Urban County Year 24 (2011)	Proposed Budget
\$ 129,179.00	Street Improvements (-\$106,377.45)	\$ 22,801.55
\$ 0.00	Fire Station/Equipment (+\$106,377.45)	\$106,377.45
<u>\$129,179.00</u>		<u>\$129,179.00</u>

The proposed amendment to the Street Improvements line item would Decrease funding and Create a Fire Station line item for the purchase of equipment for the Alton Fire Station

Existing Budget	Urban County Year 25 (2012)	Proposed Budget
\$263,068.00	Repayment of Sec 108 (-\$111,052.34)	\$152,015.66
\$ 0.00	Fire Station/Equipment (+\$111,052.34)	\$111,052.34
<u>\$263,068.00</u>		<u>\$263,068.00</u>

The proposed amendment to the Repayment of Section 108 line item would decrease funding and create a Fire Station/Equipment line item for the purchase of equipment for the Alton Fire Station.

A total of \$233,178.84 will be allocated for the purchase of fire station equipment for the Alton Fire station. Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 432-0760 Written comments may be forwarded to:

**Mayor Salvador Vela
509 S. Alton Blvd.
Alton, TX 78573
(956) 432-0760**

CITY OF ALTON

Budget and Program Amendment

Public Hearing

Sign-in Sheet

January 28, 2014

Please Print

- | | |
|--------------------------|-----------|
| 1. <u>Baudelia Rojas</u> | 11. _____ |
| 2. <u>Steve Peña</u> | 12. _____ |
| 3. <u>Rosie Curo</u> | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

(If Additional Space is Needed Please Use Back of Page)

CITY OF ALTON
BUDGET AND PROGRAM AMENDMENT
JANUARY 28, 2014
MINUTES

PUBLIC HEARING:

Public hearing to solicit input from interested parties on the city's proposed Budget and Program Amendment to its Urban County Program Year 25 (2012).

Mayor Salvador Vela opened the public hearing at 7:35 pm.

Steve Peña, Assistant City Manager presented the Commission and those present the proposed budget and program amendment. He stated amendment would reduce the street improvements line items for years 22-24 and reduce the repayment of Section 108 for year 25. This would create a fire station line item for the purchase of equipment for the Alton Fire Station for years 22-25. He then asked if anyone present had any comments.

With no comments from the audience, Mayor Salvador Vela closed the public hearing at 7:37 pm.

CITY SECRETARY CERTIFICATION

I, Baudelia Rojas, City Secretary of the City of Alton, Texas, hereby certify that the above minutes are excerpts of the budget and program amendment public hearing held at the City Commission meeting on January 28, 2014.

To certify which, witness my hand and seal of office this 30th day of January 2014.



Baudelia Rojas TRMC/CPM

Baudelia Rojas, TRMC/CPM
City Secretary



**CITY OF ALTON
NOTICE & AGENDA
REGULAR MEETING
JANUARY 28, 2014**

NOTICE is hereby given that on the 28th day of January 2014, the Alton City Commission will hold a Regular Meeting at 7:30 p.m. The meeting will be held at ALTON CITY HALL 509 South Alton Blvd., Alton, Texas.

THE ALTON CITY COMMISSION MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARY AT 432-0760 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU

The agenda includes the following listed items:

I. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

II. PUBLIC HEARING

Public hearing to solicit input from interested parties on the city's proposed Budget and Program Amendment to its Urban County Program year 25 (2012).

III. PUBLIC COMMENT

IV. CONSENT AGENDA

Approve the minutes of the City Commission meeting of January 14, 2014.

Approval of preliminary and final plat for RSBR DG (Alton) Subdivision.

V. NEW BUSINESS

1. Approve Urban County budget and program amendment reducing street improvements line items for year's 22-24/reducing repayment of Section 108 for year 25 and creating a fire station line item for the purchase of equipment for the Alton Fire Station for years 22-25
2. Adoption of Resolution 2014-03 supporting the submittal of an application to the Texas Department of Housing and Community Affairs for the development of an affordable rental housing community named Orchard Estates located on 10+/- acres of land
3. Adoption of Resolution 2014-04 authorizing the collection of Municipal Court fines and fees and entering into a contract agreement with Linebarger, Goggan Blair & Sampson LLP for services.
4. Approve the disposal of Police Department vehicles through a public auction.

Approved

Approved

Approved

Approved

5. Approve proposal for FM 676 (Mile 5 West Section) Project from BTI Inc, Consulting Civil Engineers. *Approved*
6. Appointment of designee, an alternate and proxies for the Hidalgo County Metropolitan Planning Organization Transportation Policy Committee for fiscal year 2014.
7. Approval of revised construction schedule for the Fire Station Project *Approved*
8. Approve recommendation on cost increase request from DKIII Hornback for USDA funding. *No Action*
9. Approve the disposition of surplus vehicles, equipment and other minor items. *Approved*
10. Adoption of Resolution 2014-05 authorizing and directing the Alton Chief of Police to submit an application to the Lower Rio Grande Development Council-Criminal Justice Division for the JAG Recovery Act Grant. *Approved*

VI. EXECUTIVE SESSION: Pursuant to Government Code Section 551.071 & 551.072

- a) Pending and/or potential litigation
- b) Personnel
- c) Real Estate

VII. RETURN TO OPEN SESSION FOR POSSIBLE ACTION

- a) Pending and/or potential litigation
- b) Personnel
- c) Real Estate

VIII. CITY MANAGER'S REPORT

- a) TX DOT Report
- b) CWSRF Project
- c) Fire Station Project

IX. ADJOURNMENT

NOTICE. If during the course of the meeting, the Commission should determine that a closed or executive session is required, then such closed or executive session is authorized by Article 6252-17 Revised Civil Statute of Texas, Section 2(e), 2(g). Notice of the closed or executive session will be given after the commencement of the meeting covered by this notice. Should any final action, final decision, or final vote be required in the opinion of the Commission with regard to any item during the meeting then such final action, final decision, or final vote shall be made during the open meeting covered by this notice upon reconvening of the public meeting.

Notice & Agenda
Regular Meeting
January 28, 2014

I, the undersigned authority, do hereby certify that the above Notice of meeting was posted at City Hall 509 S. Alton Blvd., Alton, Texas and on the City Website page at www.alton-tx.gov which are places convenient and readily accessible to the general public at all times, and said

notice was posted January 24, 2014 at 3:30 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with chapter 551 of the Texas Government Code.



CITY OF ALTON

Baudelia Rojas TRMC/CPM
Baudelia Rojas, TRMC/CPM
City Secretary

AI-43136

Urban County 13. B.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Monica Leal

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting acceptance and approval of **Work Authorization No. 1** through agreement # C-13-243-08-27 (with an estimated cost of \$3,548.00) as submitted by Millennium Engineers Group Inc. for Geotechnical Engineering Services for Old La Blanca Road (from Mile 9 Road to Mile 10 Road), utilizing CDBG FY 26 (2013) Pct. 1 Street Improvements funds.

2. Requesting acceptance and approval of **Work Authorization No. 2** through agreement # C-13-243-08-27 (with an estimated cost of \$7,185.50) as submitted by Millennium Engineers Group Inc. for construction material testing for Victoria Road (from W. Business 83 to Stites Road), utilizing CDBG FY's 23 & 25 (2010 & 2012) Pct. 1 Street Improvements funds.

BACKGROUND

Work Authorization No. 1 will provide geotechnical reports to the Engineer on record for the preparation of the plans and specifications for Old La Blanca Road (from Mile 9 Road to Mile 10 Road) project. **Work Authorization No. 2** will provide construction material testing services for Victoria Road (from W. Business 83 to Stites Road) a county and city force account project.

Work Authorization No. 1 Amount:	\$ 3,548.00	
Funds Available:	\$252,590.00	YR 26 (2013) Street Improvements
Work Authorization No. 2 Amount:	\$ 7,185.50	
Funds Available:	\$ 6,000.00	YR 23 (2010) Street Improvements
	<u>\$ 6,236.78</u>	YR 25 (2012) Street Improvements
	\$12,236.78	

Attachments

Work Authorization

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 10:38 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Mary Flores		Started On: 02/11/2014 04:35 PM
	Final Approval Date: 02/14/2014	

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

February 10, 2014

FEB 10 2014

DL

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH: 956.968.8733
FAX: 956.969.1417

Ms. Diana R. Serna, Executive Director
Urban County Program
427 E. Durante Ave.
Suite 107
Alamo, TX 78516

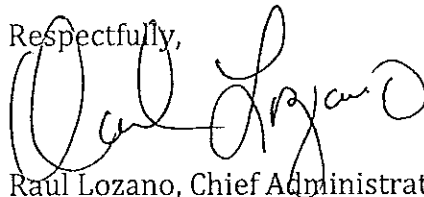
Dear Ms. Serna,

Subject: Pct. No. 1 Street Improvements Old La Blanca Road

The Precinct would like to proceed with improving Old La Blanca Road between Mile 9 N. and Mile 10. We are aware of the potential budget constraints on our project with Old La Blanca Road and we are committed to completing the project even if we have to appropriate Road and Bridge resources to complete the project.

Please call me if you have any questions or require additional information from my office.

Respectfully,



Raul Lozano, Chief Administrator Pct. # 1

HIDALGO COUNTY
Professional Construction Material Testing Laboratory
Services
Agreement # C-13-243-08-27

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Geotechnical Engineering Services for the Old La Blanca Road (Mile 9 Road to Mile 10 North Road) project.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** – *Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** – *Scope of Services to be Provided by the Laboratory* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$3,548.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section** _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1**, Commissioner, A.C. Cuellar, Jr., as to content and detail of this Work Authorization No. 1

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:**

BY: AC Cuellar

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

**THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.**

**THE OWNER:
HIDALGO COUNTY**

Raul Palma
By: Raul Palma, President

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- EXHIBIT "A" - Services to be Provided by the Owner
- EXHIBIT "B" - Services to be Provided by the Laboratory
- EXHIBIT "C" - Work Schedule
- EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"



Proposal

Date	Proposal No.
12/16/2013	01-13-320G

Millennium Engineers Group, Inc.

PO Box 4569, Edinburg, Texas 78540-4569

Name / Address
Mr. Raul Lozano Hidalgo Co. Precinct No. 1 1902 Joe Stephens Ave. Weslaco, Texas 78596

Project Name
Old La Blanca Rd. (Mile 9 to Mile 10 N.)

Description	Qty	Cost	Total
Geotechnical Engineering Study to include four (4) 5' soil borings. Engineering recommendations for the roadway will be provided.			
Soil Borings	20	19.00	380.00
Drilled Boring (per foot)	12	12.00	144.00
Standard Penetration Test (each test)	1	350.00	350.00
Mobilization and Demobilization (each trip)	6	48.00	288.00
Technician to Log Soil Test Boring (per hour)	12	61.00	732.00
Atterberg Limits (each test)	12	8.00	96.00
Moisture Content (each test)	8	42.00	336.00
Percent Passing No. 200 Sieve (each test)	6	67.00	402.00
Project Management (per hour)	3	105.00	315.00
Project Engineer (per hour)	3	125.00	375.00
Project Engineer (per hour)	1	40.00	40.00
Clerical/Administrative (per hour)	3	30.00	90.00
Test Report (each)			
Innovative. Experienced. Professional.		Total	\$3,548.00

JAN 27 2014

DL

HIDALGO COUNTY
Professional Construction Material Testing Laboratory
Services
Agreement # C-13-243-08-27

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Millennium Engineers Group, Inc., professional Laboratory's of Edinburg, Texas, hereinafter called "Laboratory".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide

Construction Materials Engineering and Testing Services for the Victoria Road (W. Business 83 to Stites Road) project.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Laboratory* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$7,185.50. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1**, Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 2**

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:**

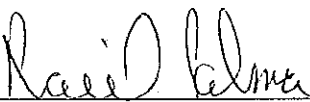
BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

**THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.**

**THE OWNER:
HIDALGO COUNTY**


By: Raul Palma, President

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- EXHIBIT "A" - Services to be Provided by the Owner
- EXHIBIT "B" - Services to be Provided by the Laboratory
- EXHIBIT "C" - Work Schedule
- EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- (1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
- (3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by device of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- (4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
- (5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- (6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"



SOILS

Task	Qty.	Unit Rate	Estimated Cost
Field testing & observation (hourly)	14	41.00	574.00
Standard Proctor (each)	3	175.00	525.00
Atterberg Limits (each)	3	61.00	183.00
Sieve Analysis (-200)(each)			
Nuclear Density tests (each)	16	22.00	352.00
Vehicle trips (each)	6	37.00	222.00
Other: Gradation, Wetball Mill	3, 1	55.00, 185.00	165.00, 185.00
Sub-Total (Soils)			2,206.00

CONCRETE

Task	Qty.	Unit Rate	Estimated Cost
Concrete testing & sample pickup (hourly)			
Compressive Strength Tests (each)			
Vehicle trips (each)			
Other: Air Content			
Sub-Total (Concrete)			

MASONRY

Task	Qty.	Unit Rate	Estimated Cost
Masonry testing & observation (hourly)			
Mortar compressive strength tests (each)			
Grout compressive strength tests (each)			
Vehicle Trips (each)			
Sub-Total (Masonry)			

STRUCTURAL STEEL

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspection (hourly)			
Vehicle Trips (each)			
Sub-Total (Structural)			

ASPHALT

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	22	44.00	968.00
Asphalt mix testing* (each)	4	350.00	1,400.00
Nuclear Density Tests (each)	8	22.00	176.00
Coring Rig (each)	2	75.00	150.00
Asphalt Cores (each)	10	60.00	600.00
Asphalt Core Density (each)	10	40.00	400.00
Vehicle trips (each)	6	37.00	222.00
Other:			
Sub-Total (Asphalt)			3,916.00

*Asphalt mix testing includes extraction, gradation, theoretical max. specific gravity, and laboratory density.

PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	12	30.00	360.00
Project Engineer (hourly)	2.5	105.00	262.50
Project Management (hourly)	3	67.00	201.00
Clerical (hourly)	6	40.00	240.00
Sub-Total (Mgmt. & Admin.)			1,063.50

Total Estimated Cost

\$7,185.50

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2014

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 Sergio Rodriguez 5121 S Jackson Rd. Edinburg, TX 78539	CONTACT NAME: Sergio Rodriguez	
	PHONE (A/C No. Ext.): 956-687-6566	FAX (A/C No.): 888-391-5686
E-MAIL ADDRESS: srlaserglo@gmail.com		
INSURED Millentum Engineer's Group, Inc. 705 Dawson Dr. Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CNA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	YWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	B 2066374556	11/22/2013	11/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72-WEC GY 880	10/16/2013	10/16/2014	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

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

CERTIFICATE HOLDER Hidalgo County 2812 S Business 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2014

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 Sergio Rodriguez 5121 S Jackson Rd. Edinburg, TX 78539	CONTACT NAME: Sergio Rodriguez	
	PHONE (A/C, No. Ex): 956-687-5566	FAX (A/C, No): 888-391-5686
E-MAIL ADDRESS: srlaserglo@gmail.com		
INSURED Millenium Engineer's Group, Inc. 705 Dawson Dr. Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CNA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSR YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	B 2066374556	11/22/2013	11/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72-WEC GY 880	10/16/2013	10/16/2014	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

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

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
2812 S Business 281
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

AI-43137

Urban County 13. C.

CC REGULAR

Meeting Date: 02/18/2014

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 approval of Amendment No. 1 to the existing contract agreement for professional engineering services with LeFevre Environmental & Management Consulting, LLC. The amendment will modify the plans and specifications to meet the request of the Hidalgo Cameron County Water District No. 9, by realigning the proposed recycle line to run parallel to an existing recycle line and within the proposed 10 ft. utility easement. The fee will increase by \$7,460.00 for the Water/Sewer Improvements project for FY's 24 & 25 (2011 & 2012).

BACKGROUND

During the mobilization, the contractor was approached on site by HCCWCID No. 9 personnel and was asked to stop work. The Engineer's original design included bore construction thru the irrigation canal. The engineer will redesign the bore crossing to extend a total of 300 feet centered on the canal and to minimum clearance depth of 20 feet from the bottom of the irrigation canal. (See attached supportive documentation.)

Original Contract:	\$47,216.00
Amendment No. 1:	\$ 7,460.00
New contract amount:	\$54,676.00

Funds Available: \$ 21,011.21 YR 25 (2012) City of Weslaco Water Sewer Improvements

Attachments

LeFevre Service Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 10:22 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Mary Flores		Started On: 02/11/2014 04:54 PM
	Final Approval Date: 02/14/2014	

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT to the PROFESSIONAL SERVICE AGREEMENT by and between **URBAN COUNTY PROGRAM** ("Party") and **LE FEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC** ("Engineer") is entered into between the parties effective this ___th day of February, 2014.

WHEREAS, Party and Engineer entered into a Professional Services Agreement dated January 8th, 2013 in which Engineer agreed to provide certain professional services for the Weslaco Water/Sewer Improvements (the "Agreement");

WHEREAS, the Contract now requires amendment in order to add additional scope and to revise the fee to the Engineer for the scope of work; and

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party and Engineer agree to the following amendments to the Agreement:

1. Exhibit A to the Agreement is deleted in its entirety and Exhibit A-1 attached hereto shall be substituted in lieu thereof;
2. The first sentence of Section 6.1 of the Agreement shall be deleted in its entirety and the following shall be substituted in lieu thereof:
The Engineer shall be paid a total fixed amount of \$54,676.00 for services rendered under this contract.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Party and Engineer ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LE FEVRE ENVIRONMENTAL &
MANAGEMENT CONSULTING, LLC.

By: Richard Le Fevre
Its: Manager

COUNTY OF HIDALGO URBAN
COUNTY PROGRAM

Diana R. Serna, UCP Director

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



SCOPE OF SERVICES

Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project

PREPARED BY:
LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC.
(LEMC)

The County of Hidalgo, Texas, proposes to construct Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project.

Contract Amount: \$47,216.00
Amendment No. 1: \$7,460.00
Contract Amount w/ Amendment No. 1: \$54,676.00

Project Tasks

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

- **Task 1 – Amendment No. 1**
Provide additional field surveying by a Registered Professional Land Surveyor (RPLS) in order to provide the requested 10-ft Utility Easement by Hidalgo County Irrigation District No. 9 (HCCWCID No. 9). The additional cost for this task is **\$2,500.00.**

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the City and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area and as per Texas Commission on Environmental Quality (TCEQ) and as per City of Weslaco requirements.

- **Task 3 – Amendment No. 1**
LEMC will be revising the design to meet the request of HCCWCID No. 9. Realigning the recycle line to be installed parallel to an existing recycle line and within the proposed 10-ft utility easement mentioned in Task No. 1. LEMC will coordinate with the City of Weslaco Staff and HCCWCID No. 9 General Manager for approval of the revised design. The additional cost for this task is **\$2,020.00.**

Task 4 – Preliminary Plans and Estimates

LEMC will provide City staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

- **Task 5 – Amendment No. 1**

LEMC will provide the City of Weslaco staff, HCCWCID No. 9, Contractor and Hidalgo County Urban County each a set of revised plans and specifications. The additional cost for this task is \$560.00.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the City desires.

Post bid, LEMC will tabulate the bids and make recommendations in consultation with City staff. Post Award, LEMC will prepare necessary contract documents for execution, after award by the City.

Inspection – Amendment No. 1

The Notice to Proceed for this project was issued on January 13, 2014, in which the construction inspection also commenced with mobilization and construction staking. Due to the delays mentioned on the amendment letter. The additional cost for this task is \$1,200.00.

Task 7 – Construction

LEMC will observe ongoing work, identify survey control for the contractor and certify periodic payment requests. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

- **Task 7 – Amendment No. 1**

During Mobilization, the Contractor was approached on site by HCCWCID No. 9 personnel to stop work. Subsequent meetings were scheduled with the LEMC, City of Weslaco, and the new Irrigation District General Manager Mr. Randy Winston, P.E. The result of those coordination meetings resulted in LEMC providing easement sketches for approval by the HCCWCID No. 9 Board of Directors in order to avoid excess loss of time during construction. The additional cost for this task is \$1,180.00.

Task 8 – As Built

LEMC will provide to the City a reproducible "as-built" set of plans of the project along with an electronic version of the plans.

Please accept this proposal letter as our final and best offer.

Respectfully,

Wesley Richard LeFevre, P.E.
President

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering	\$30,326.00
Inspection	\$9,160.00
Construction Phase Engineering	\$7,730.00
Total	\$47,216.00

*Construction Material Testing,
Geotechnical Engineering to be
provided by others

Amendment No. 1 Scope:

Basic Engineering	\$2,580.00
Utility Easement	\$2,500.00
Inspection	\$1,200.00
Construction Phase Engineering	\$1,180.00
Total	\$7,460.00

*Construction Material Testing,
Geotechnical Engineering to be
provided by others

HOURLY FEES

PRINCIPAL	\$140.00/HOUR
PROJECT ENGINEER	\$120.00/HOUR
PROJECT MANAGER	\$ 90.00/HOUR
DESIGNER/TECHNICIAN	\$ 65.00/HOUR
CADD DRAFTSMEN	\$ 40.00/HOUR
ADMINISTRATIVE	\$ 30.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	\$ 40.00/HOUR
MATERIALS	COST + 10 %
TRAVEL	\$ 0.55/MILE
REIMBURSABLES	COST + 10 %

AI-43027

Precinct #2 14. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Agapito Vargas Jr.

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No.9 (with an estimated cost of \$11,378.00) as submitted by Millennium Engineers Group, Inc., Contract #C-13-185-06-18, for Construction Materials Engineering Services for Hidalgo County Precinct No. 2, Equipment Compound and Maintenance Facility project (building).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1342-431-00-122-053-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req. #251399

Attachments

WA #9

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/05/2014 04:39 PM
Glinda Pacheco	Glinda Pacheco	02/06/2014 11:47 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Yolanda Cisneros		Started On: 02/05/2014 02:13 PM
	Final Approval Date: 02/14/2014	

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-185-06-18
Work Authorization Form

WORK AUTHORIZATION NO. 9

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the Hidalgo County Precinct No. 2, Equipment Compound and Maintenance Facility project (building).

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** – **Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** – **Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$11,378.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section _____** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **9** shall be funded through funding source:
Account No. 4-1342-431-00-122-053-0-720
Requisition Number 251399 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work

authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____,
Commissioner Hector Palacios as to content and detail of this **Work**
Authorization No. 9

HIDALGO COUNTY

BY: Commissioner Hector Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County
Commissioners' Court on _____ as indicated below and effective as of
____ day of _____, 2013.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**



By: Raul Palma, President

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT “A”

Services To Be Provided By The Owner

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly identified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

- (1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- (2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Provide any available relevant data the **Owner** may have on file concerning the projects.
- (5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

ATTACHMENT “B”

Services To Be Provided By The Engineer

Exhibit “B”

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 2 Projects, “ON A AS NEEDED BASIS” and projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER’S and respective Party’s meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER’S and respective Party’s pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- (1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
- (3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- (4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
- (5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- (6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

ATTACHMENT “C”

Work Schedule

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT “D”

Cost Proposal



SOILS

Task	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	40.5	41.00	1,660.50
Moisture Density Relationship, Standard Proctor (each)	4	175.00	700.00
Atterberg Limits (each)	8	61.00	488.00
Sieve Analysis (each)		55.00	
Wet Ball Mill (each)		185.00	
Percent Passing No. 200 Sieve Analysis (each)	6	42.00	252.00
Nuclear Density Test (each)	63	22.00	1,386.00
Vehicle Trip Charge (each)	18	37.00	666.00
Sub-Total (Soils)			5,152.50

CONCRETE

Task	Qty.	Unit Rate	Estimated Cost
Concrete Engineering Technician (hourly)	22	44.00	968.00
Concrete Cylinder Compressive Strength Test (each)	64	16.00	1,024.00
Slump Test (each)	16	18.00	288.00
Air Content of Fresh Concrete (each)	16	20.00	320.00
Vehicle Trip Charge (each)	8	37.00	296.00
Sub-Total (Concrete)			2,896.00

STRUCTURAL STEEL

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspection (hourly)	9	85.00	765.00
Vehicle Trip Charge (each)	3	37.00	111.00
Sub-Total (Structural)			876.00

ASPHALT

Task	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)			
Extraction & Gradation, Percent Asphalt (each)			
Lab Density (each)			
Theoretical Maximum Specific Gravity (each)			
Nuclear Density Tests (each)			
Coring Rig (each)			
Asphalt Cores (each)			
Asphalt Core Density (each)			
Vehicle Trip Charge (each)			
Sub-Total (Asphalt)			

PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	29	30.00	870.00
Project Management (hourly)	6.75	67.00	452.25
Project Engineer (hourly)	5.25	105.00	551.25
Clerical (hourly)	14.5	40.00	580.00
Sub-Total (Mgmt. & Admin.)			2,453.50

Total Estimated Cost

\$11,378.00

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the Provisions section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.

AI-43200

Precinct #4 15. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:

Approval of land acquisition from Arturo & Phyllis Rodriguez - Alberta Drain, Parcel 2

BACKGROUND

Urban County funding

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 02:22 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Monica Badillo		Started On: 02/14/2014
	Final Approval Date: 02/14/2014	

MEMORANDUM

To: Hidalgo County Commissioners Court
From: Jesse Ozuna
Right of Way Agent
Date: February 11, 2014
Subject: Parcel 2 – Alberta Drain Project
Arturo & Phyllis Rodriguez

Our Initial Offer:	\$13,591.00
Accepted Offer:	\$13,591.00
Difference:	\$0.00

*****See attached supporting documents*****

Discussed in Hidalgo County Commissioner's Court Executive Session on February 11, 2014; will proceed as directed.

February 11, 2014

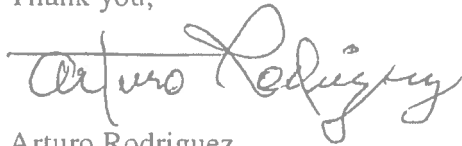
RE: Alberta Drain Project, Parcel 2 Acceptance Letter

Mr. Jesse Ozuna
1051 N. Doolittle Rd.
Edinburg, TX 78542

Mr. Ozuna,

My wife and I accept the offer made to us by you for our property (parcel 2) in the amount of \$13,591.00. Feel free to give me a call if you have any questions for us.

Thank you,

A handwritten signature in cursive script that reads "Arturo Rodriguez". The signature is written in black ink and is positioned above the printed name and phone number.

Arturo Rodriguez
956-702-7227



REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Alberta Road, ± 0.47 Miles East of Tower Road, Hidalgo County, Texas. District: N/A
Property Owner: Arturo Rodriguez, et ux ROW CSJ: NA
Address of Property Owner: 7654 East Alberta Road, Edinburg, Texas 78542 Parcel: 2
Occupant's Name: Arturo Rodriguez Federal Project No: NA
Whole: Partial: Acquisition Highway: Alberta Drain Project County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

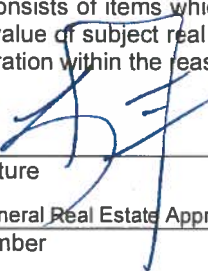
Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$13,591 as of August 14, 2013, based upon my independent appraisal and the exercise of my professional judgment; on August 14, 2013, (date)(s), I personally inspected in the field the property herein appraised; I afforded Arturo Rodriguez, et ux, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on October 7, 2013, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Urban County Program, or officials of the Federal Highway Administration until authorized by Hidalgo County Urban County Officials to do so, by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

- 1. Is there a denial of direct access of the parcel? No (yes or no)
- 2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
- 3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III 
Appraiser Signature
State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number
November 25, 2013
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date



Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value, which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Urban County Program, under the direction of Tony Barco, Deputy Director. The intended use of the report is to assist Urban County, for future negotiations of acquiring a portion of said property as fee simple in the name of the "Hidalgo County, Texas". This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as the Hidalgo County Urban County Program and may include governmental entities which may be participating in the project such as Hidalgo County Precinct No. 4. The Urban County Program has a local office at 3304 W. Alberta Road, Edinburg, Texas 78539 and can be contacted at (956) 787-8127 or Fax (956) 787-5291.

Scope of the Assignment

By "Notice to Proceed" dated August 5, 2013 by Urban County Program Director, Diana R. Serna for the Alberta Drain Project, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired or various tracts along this project. The project extends an existing channel approximately 0.89 miles east of Tower Road, between Alberta Road and Owassa Road to: West to a point approximately 0.25 miles west of Tower Road. This area was described by survey and metes & bounds created by Dos Land Surveying, LLC, located at 1002 E. Expressway 83, Weslaco, Texas. Leonel Garza III, is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue, Suite 1, McAllen, Texas. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired.

The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey.

The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project and surrounding areas. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Company Description

The office of Leonel Garza Jr. & Associates has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation in 1998 which specializes in right-of-way acquisition field. Various right-of-way projects have been performed in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property. This is done in order to determine the value of the proposed right-of-way to be acquired, in the name of the "Hidalgo County, Texas". This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist).

Personal Property

The area to be acquired may contain personal property items which are not compensable and or may be handled through a relocation program, however, one has not been disclosed to this appraiser at this time. These items deemed compensable shall be included within the body of the report and itemized on page 6.0. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate and easement valuation (if applicable) of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement". According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights. If there are any questions or concerns as to this definition of fee simple estate or easement, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of August 16, 2013. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as per client. The part to be acquired incorporates a portion of land located along the southern property boundary of which the remainder of the subject is not affected. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a whole area of 5.00 acre tract of land as indicated by survey. The area for the subject as a whole is indicated as per survey created by DLS Surveying LLC, dated February 21, 2013. This land area is compared directly to the selected market land sales in the area in order to determine the overall unit value of the tract. Since the part to be acquired is not an economic unit of which is typical in the market, a pro-rata part of the whole is determined. This pro-rata part of the whole means that the subject area to be acquired shall be valued at the rate the subject as a whole is currently valued based on a Sales Comparison Approach of the property as a whole.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the gross land area to be acquired is 0.625 acres and or approximately 27,234 square feet with a dimension of 165.06' lineal feet by 165.00' lineal feet along the southern property boundary. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for residential development. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	0.625 Acres
	27,234 Square Feet

Legal Description: Part To Be Acquired

A 0.625 acre (27,234 square feet) tract of land, out of Lot 12, Block 53, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per Map Recorded in Volume 1, Pages 24-26, of the Map Records of Hidalgo County (H.C.M.R.), Texas, and being a part or that certain 5.0 acre tract, conveyed to Arturo Rodriguez, et ux as Recorded in Document No. 615190 of the Official Records of Hidalgo County (H.C.O.R.), Texas.

Remainder Before & After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. Based on the limited area to be acquired, the remainder before and after shall have a similar highest and best use and therefore, no diminution (damage) to the remainder is indicated.

Property Tax Data

The property tax assessment was reviewed online and can be accessed via www.hidalgoad.org. According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas, the subject property was indicated to be under the ownership of Arturo Rodriguez, et ux. This was found under the tax account A1800-00-053-0012-03.

OWNER OF RECORD	ARTURO RODRIGUEZ, ET UX
PROPERTY TAX IDENTIFICATION NO.	113240
IMPROVEMENT VALUE	\$ 216,667
LAND VALUE	\$ 60,000
ASSESSED VALUE	\$ 276,667
EXEMPTIONS	HS, OV65

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. In addition, the subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject is located in a region, which contains, potable water, electricity, cable, and phone service, which is typical of the market area. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these items shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) months exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

Google Earth (Closer View of Subject Property)



NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE HIGHLIGHTED YELLOW AREA AND RED DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY DLS SURVEYING LLC. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THRU THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 3)



Dos Land Surveying, LLC

February 21, 2013
Parcel 2
Page 1 of 4

County: Hidalgo, Texas
Alberta Drain Phase I

Property Description
Parcel 2

BEING A 0.625 ACRE (27,234 S.F.) TRACT OF LAND, OUT OF LOT 12, BLOCK 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, AND BEING A PART OF THAT CERTAIN 5.0 ACRE TRACT, CONVEYED TO ARTURO RODRIGUEZ, ET UX AS RECORDED IN DOCUMENT NO. 615190 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, SAID 0.625 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a p.k. nail set on the centerline of Alberta Road (60.0' right of way width), being the north line of said Lot 12, being the common corner of said subject 5.0 acre tract and that certain 5.00 acre tract conveyed to Kurt Morgan and Jennifer Morgan, recorded in Document No. 2392582 (H.C.O.R.), Texas;

THENCE, South 08°34'04" West, along the common line of said subject 5.0 acre tract, and said 5.00 acre "Morgan tract", at a distance of 30.00 feet pass the south right of way line of said Alberta Road, and continuing for total a distance of 1154.87 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set, for the northwest corner and for the **POINT OF BEGINNING** of the herein described parcel and having grid coordinate of X=1,117,444.38, Y=16,612,953.23;

THENCE, South 81°26'03" East, severing said subject 5.0 acre tract, a distance of 165.06 feet to a 5/8 inch iron rod with cap set on the common line of that certain 32.671 acre tract (remainder), conveyed to Abel Salazar, recorded in Volume 3279, Page 403 (H.C.O.R.), Texas and said subject 5.0 acre tract, for the northeast corner of the herein described parcel;

THENCE, South 08°34'04" West, along said common line, a distance of 165.00 feet to a 5/8 inch iron rod with cap set at the common corner of said Lots 12, 13 Block No. 53 and Lots 9, 16 Block No 54, also common corner to Owassa Acres Subdivision, recorded in Volume 36, Page 62 (H.C.M.R), Texas, for the southeast corner of the herein described parcel;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 3)



Dos Land Surveying, LLC

February 21, 2013

Parcel 2

Page 2 of 4

THENCE, North 81°26'03" West, along the common line of said subject 5.0 acre tract and that certain 10.0 acre tract, conveyed to Robert J. Velado, as per property id no. 113243, Hidalgo County Appraisal District, a distance of 165.06 feet to a 1/2 inch iron rod found at the common corner of said subject 5.0 acre tract, and aforementioned 5.00 acre "Morgan tract", for the southwest corner of the herein described parcel;

THENCE, North 08°34'04" East, along the common line of said subject 5.0 acre tract and said 5.00 acre "Morgan tract", a distance of 165.00 feet to the POINT OF BEGINNING, of the herein described parcel, containing 0.625 acres (27,234 S.F.), more or less.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

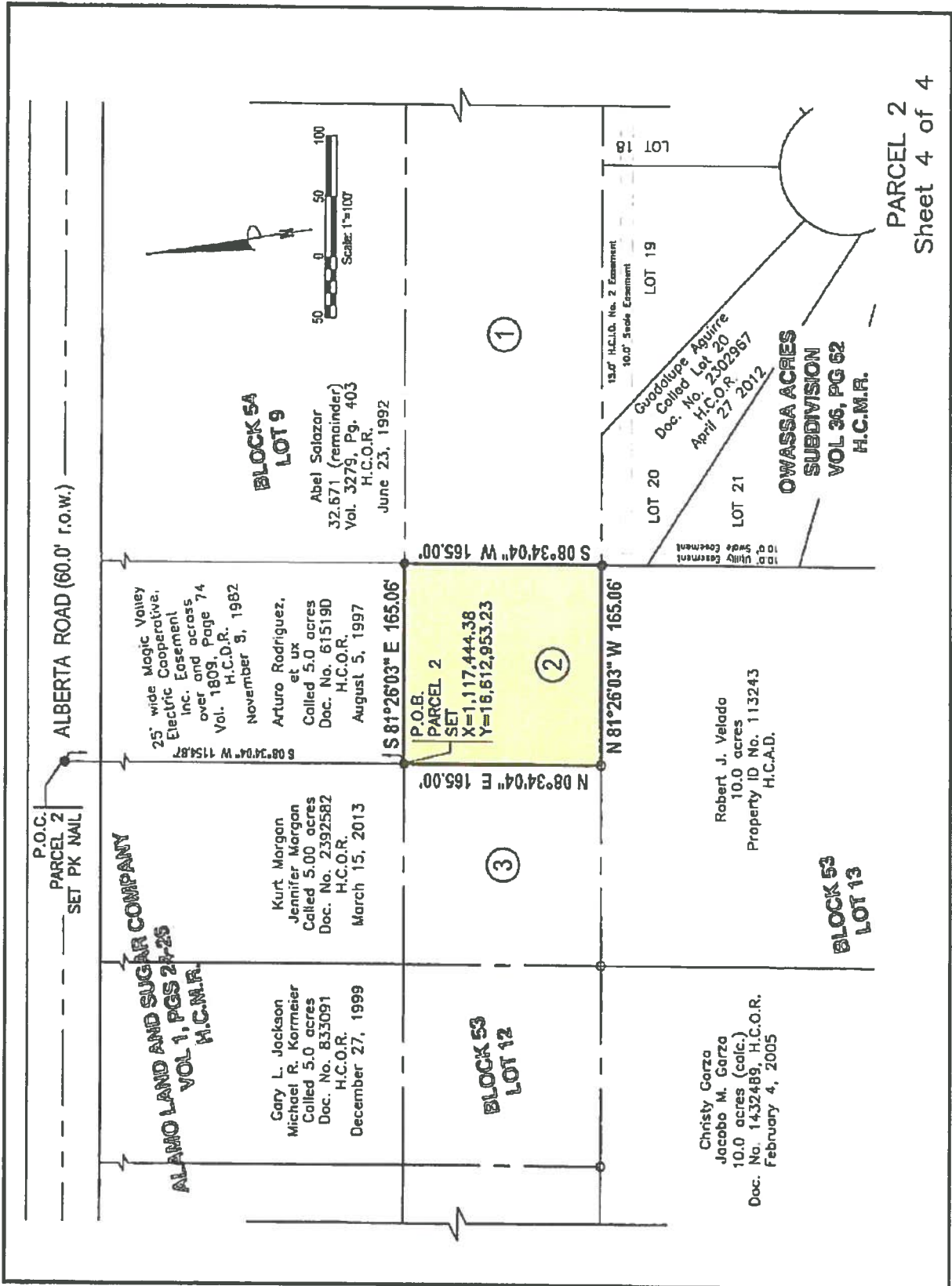
A survey plat of even date was prepared and is made a part of this metes and bounds description.

For the subject tract is recorded in Document No. 615190 of the Official Records of Hidalgo County, Texas.

Juan M. Castillo
Juan M. Castillo, R.P.L.S. No. 6146



SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



PARCEL 2
Sheet 4 of 4

YELLOW HIGHLIGHT = PART TO BE ACQUIRED

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 2

Local Address: Alberta Road, ± 0.47 Miles East of Tower Road, Hidalgo County, Texas.

Date Taken: 8/14/2013

Taken By: Leonel Garza III

Point which taken: Photo 1: Alberta Road
Photo 2: Alberta Road

Looking: Photo 1: Southern View
Photo 2: Eastern View



Photo 1

View of the subject property along Alberta Road. Access was performed off-site from neighboring properties.



Photo 2

View of the proposed acquisition area along the southern boundary of the subject property.

Point which taken: Photo 3: Alberta Road
Photo 4: Alberta Road

Looking: Photo 3: Western View
Photo 4: Eastern View



Photo 3
Street View



Photo 4
Street View

DESCRIPTION OF PROPERTY:

The subject is a single family residential home site of which is located along the southern line of Alberta Road, approximately 0.47 miles east of Tower Road in Hidalgo County, Texas. The site consist of approximately 5.00 acres and has approximately 165.06' lineal feet of frontage along Alberta Road. The home is approximately 2,910 square feet according to data collected from the Hidalgo County Appraisal District and contains other supporting site improvements of which include, storage unit, residential out building and fencing. The property appears to be in average condition as per date of inspection as an interior inspection of the residence was not required due to the distance from the proposed acquisition to the existing improvements (Approx. 780 lineal feet from the structure).

The scope of this assignment is to determine the market value of the part to be acquired as indicated by survey provided by DOS Land Surveying, LLC, dated February 21, 2013. The area to be acquired shall consist of the 165.06' lineal feet on the southern boundary of the subject property and a depth of approximately 165.00' lineal feet on either side for a total area of 0.625 acres (27,234 square feet). Included within the part to be acquired appears to be only ranch style fencing. The subject is currently owned in "fee simple" and therefore shall be valued at 100% of the market value determined by the Sales Comparison Approach "as vacant". This is performed in order to determine the unit market value (price per acre) of the part to be acquired to be purchased in the name of "Hidalgo County".

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along Alberta Road and Owassa Road is of single family residential developments and agricultural use properties. The subject properties market area can be defined by Canton Road to the north, Earling Road to the south, Val Verde Road to the east and Cesar Chavez Road to the west. This appraiser has inspected the market area, and has found that the market contains stable growth. It is recognized that the Lower Rio Grande Valley has experiences a downturn in the overall market and marketability of vacant land for development over the past (4) four years. However, the market does appear to be rebounding throughout Hidalgo County.

SITE ANALYSIS

Five Year Sales History:

During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Glen Yeager & Mary Yeager to Arturo Rodriguez, et ux on June 27, 1997 and recorded under Warranty Deed Document No. 615190 for an undisclosed consideration. A copy of the appraisal card and deed of the subject property is located in the Addenda of this report.

Legal Description:

The East 5.0 acres of Lot 12, Block 53, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas.

Legal Description: (Part to be Acquired)

A 0.625 acre (27,234 square feet) tract of land, out of Lot 12, Block 53, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per Map Recorded in Volume 1, Pages 24-26, of the Map Records of Hidalgo County (H.C.M.R.), Texas, and being a part or that certain 5.0 acre tract, conveyed to Arturo Rodriguez, et ux as Recorded in Document No. 615190 of the Official Records of Hidalgo County (H.C.O.R.), Texas.

Improvements:

During the off-site inspection of the subject property, no building improvements were indicated within the part to be acquired. However, a site improvement shall be affected include a hog style fence. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 5.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest & Best Use Analysis:

The subject's highest and best use "as if vacant" and "as improved" is indicated for residential development. This type of use is concurrent with the recent trends located along Alberta Road and Owassa Road and with other thoroughfares in the region. This highest and best use is based on the determined economic unit of the subject property as whole. This highest and best use which is being acquired in the name of the "Hidalgo County". When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for single family residential development use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition of which the subject is concluded to be for single family residential development.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION

Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Glen and Mary Yeager	David J. Foster Jr.	Eduardo & Berta Vela	Alamo Heights, LTD
Grantee	Arturo Rodriguez, et ux	Alberta Heights, LP	Martin Contreras	Laura Lilia Lubin
Date	June 27, 1997	September 5, 2012	January 7, 2011	September 7, 2010
Sales Price	\$ -	\$ 239,000	\$ 155,000	\$ 300,000
Unit Price	\$ - / Acre	\$ 12,162 / Acre	\$ 16,316 / Acre	\$ 14,225 / Acre
Relative Location	Average	Inferior 10%	Similar 0%	Inferior 10%
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Typical of Market	Similar 0%	Similar 0%	Similar 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water/Elec/Phone	Similar 0%	Similar 0%	Similar 0%
Frontage	Alberta Road	Alberta Road 0%	Alberta Road 0%	Owassa Road, West of Cesar Chavez Road 0%
Size of Tract (Acre)	5.00 Ac	19.65 Ac 10%	9.50 Ac 0%	21.09 Ac 10%
Net Adjustments		20%	0%	20%
Indicated Unit Value		\$ 14,594 / Acre	\$ 16,316 / Acre	\$ 17,070 / Acre
Estimated Unit Value of Fee Simple Area				\$ 17,000 / Acre
Estimated Value by Sales Comparison Approach <i>(Includes Part To Be Acquired Only)- Fee Land</i>		(0.625 Acre x \$17,000 / Acre)		\$ 10,625

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 2 Highway: Alberta Drain Ditch Project
 County: Hidalgo ROW CSJ: NA

Land Sale Improved Sale Rental Data



Grantor/Lessor: David J. Foster, Jr. Grantee/Lessee: Alberta Heights, LP
 Date: September 5, 2012 Recording Information: Document No. 2342873 Key Map:
 Address: Alberta Road, 0.38 Miles East of Cesar Chavez, Hidalgo County, Texas. Zip Code: 78542
 Legal Description: A 19.97 acre tract of land out of the West 20.00 acres of Lot 11, Block 51, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas as per map Recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas.
 Confirmed Price: \$ 239,000 Verified with: MLS# A136748s
 Terms and Conditions of Sale: Cash To Seller
 Rental Data: N/A
 Land Size: 19.65 Acres Unit Price: \$ 12,162 per acre
 Type Street: Asphalt Paved – Alberta Road Utilities: Water / Electric / Phone
 Improvement(s) Description: None
 Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved \$: N/A
 Condition and Functional Design: N/A
 Current Use: Agricultural Row Crop Highest & Best Use: Single Family Residential Development
 Date of Inspection: October 7, 2013 Zoning: N/A Flood Plain:

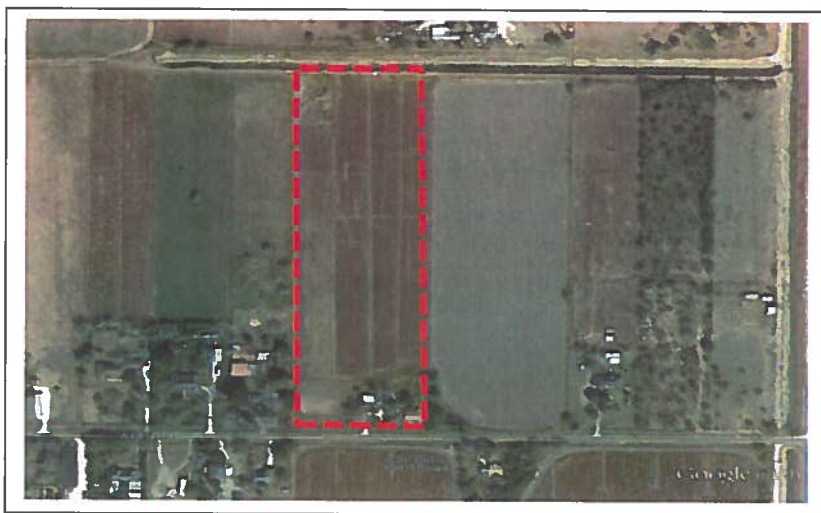
Attach additional information as necessary.

Appraiser: Leonel Garza III November 24, 2013
 (Typed, not signed) Date

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 2 Highway: Alberta Drain Ditch Project
 County: Hidalgo ROW CSJ: NA

Land Sale Improved Sale Rental Data



Grantor/Lessor: Eduardo & Berta Vela Grantee/Lessee: Martin Contreras
 Date: January 7, 2011 Recording Information: Document No. 2168428 Key Map:
 Address: Located at 8209 West Alberta Road, Edinburg, Texas Zip Code: 78539
 Legal Description: The East 330'-W660' of Lot 7, Block 54, Alamo Land & Sugar Company, Hidalgo County, Texas. Save and Except 1.00 Acre
 Confirmed Price:\$155,000 Verified with: MLS# A130295s
 Terms and Conditions of Sale: Cash To Seller
 Rental Data: N/A
 Land Size: Acres 9.50 / 413,820 Square Foot Unit Price as Vacant: \$16,316 per acre
 Type Street: Asphalt Paved – Alberta Road Utilities: Water / Electric / Phone
 Improvement(s) Description: N/A
 Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved \$: N/A
 Condition and Functional Design: N/A
 Current Use: Vacant –Agricultural Row Cropping Highest & Best Use: Single Family Residential Development
 Date of Inspection: October 7, 2013 Zoning: N/A Flood Plain:
 Attach additional information as necessary.

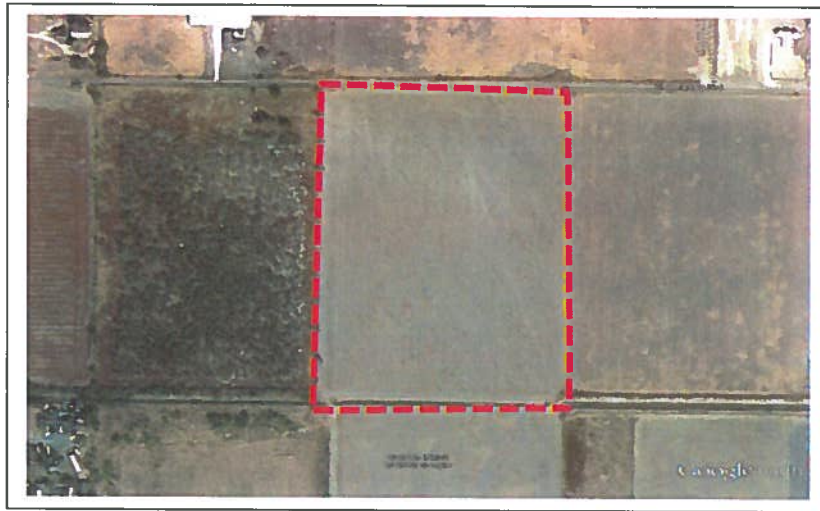
Appraiser: Leonel Garza III November 24, 2013
 (Typed, not signed) Date



COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 2 Highway: Alberta Drain Ditch Project
 County: Hidalgo ROW CSJ: NA

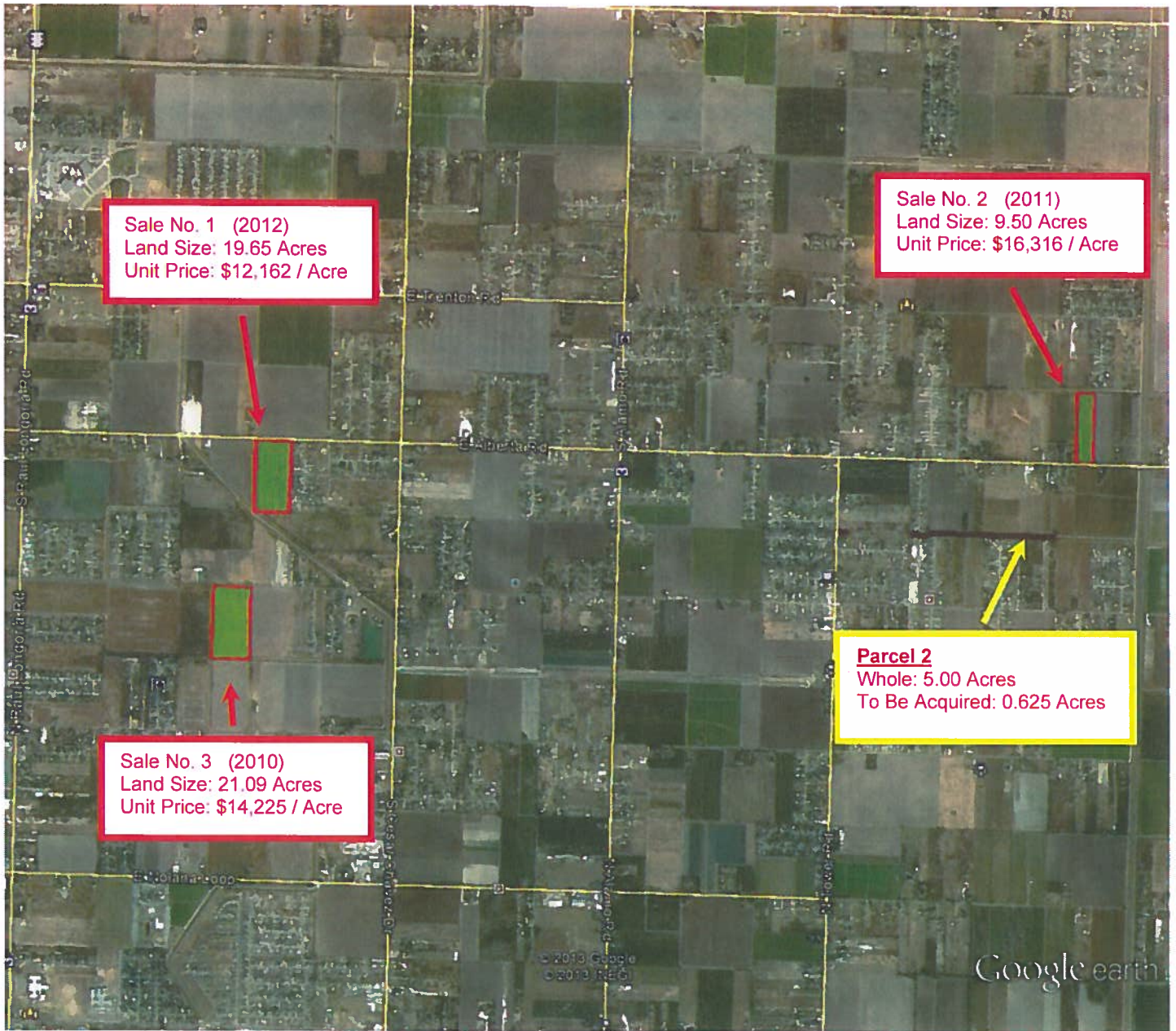
Land Sale Improved Sale Rental Data



Grantor/Lessor: Alamo Heights, LTD. Grantee/Lessee: Laura Lilian Lubin
 Date: September 7, 2010 Recording Information: Document No. 2141729 Key Map:
 Address: Located along the southern side of Owassa Road, west of Cesar Chavez Road, Zip Code: 78589
 San Juan, Texas
 Legal Description: The east one-half 1/2 of Lot 2, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24 and 26, Map Records, Hidalgo County, Texas.
 Confirmed Price \$: 300,000 Verified with: MLS# A136423 & A136421
 Terms and Conditions of Sale: Cash To Seller
 Rental Data: N/A
 Land Size: Acres 21.09 (Gross) / 918,680 Square Foot Unit Price as Vacant: \$14,225 per acre
 Type Street: Asphalt Paved – Owassa Road Utilities: Water / Electric / Phone
 Improvement(s) Description: N/A
 Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved \$: N/A
 Condition and Functional Design: N/A
 Current Use: Vacant –Agricultural Row Cropping Highest & Best Use: Single Family Residential Development
 Date of Inspection: October 7, 2013 Zoning: N/A Flood Plain:
 Attach additional information as necessary.

Appraiser: Leonel Garza III November 24, 2013
 (Typed, not signed) Date

COMPARABLE SALES MAP



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which were most similar to the subject property. Each of the sales utilized are located within the market area and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which were most similar to the subject property. Each of the sales utilized are located within the market area and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. Three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

After reviewing the comparable sales selected, an unadjusted unit range of market value of \$12,162 per acre to \$16,316 per acre was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of \$14,594 per acre to \$17,070 per acre was determined. Based on the existing developments and surrounding land use within the immediate market area and the current trends found along Owassa Road and Alberta Road, a unit value near the upper end of the adjusted range was selected; \$17,000 per acre.

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan
- The office of Leonel Garza Jr. & Associates LLC has not appraised the subject property within the last five (5) years from the date of this report.
- This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection C, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuitry of travel and diversion of traffic*. In this subsection, 'direct access' to the remainder after the state's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway"



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering and surveying is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.
6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.
2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.
3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER – LEONEL GARZA III

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. A company founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years. Leonel Garza III continued the family business since 1998, concentrating on general commercial properties and right-of-way acquisition projects for more than 13 years. The office of Leonel Garza Jr. & Associates LLC contains three (3) General Certified Appraisers in total and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses

State Certified General Real Estate Appraiser

Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2014 (Active)

State Certified Property Tax Consultant

Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2014 (Active)

Texas Appraiser Licensing and Certification Board P.O. Box 12188 Austin, Texas 78711-2188 Certified General Real Estate Appraiser			
Number:	TX 1328375 G	Expires:	12/31/2014
Issued:	01/03/2013		
Appraiser:	LEONEL GARZA III		
<small>Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.</small>			
			 <small>Douglas E. Oldmixon Commissioner</small>

Public Service Organizations

Associate Member of the Appraisal Institute

Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers

Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Vice Chairman & Board Member of the City of McAllen Planning and Zoning Board

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Board Member of the City of McAllen Traffic Board

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City . (Elected Vice Chairman 01/26/10 to 02/30/12)

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council

The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee

Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Member of The McAllen Palm City Lions Club

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Other Work Experience

- Employee of Leonel Garza Jr. & Associates since 1990
- State Certified General Real Estate Appraiser since December 31, 1998
- Owner of G-3 Acquisitions which primary focus is custom commercial and multifamily residential construction and management.

- Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.
- Licensed Property Tax Consultant Since 2000.
- Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.

State of Texas
Historically Underutilized Business
Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742948770900
File/Vendor Number: 14984
Approval Date: 09-AUG-2010
Expiration Date: 09-AUG-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9238
Email: leonel3@garza-associates.com

August 16, 2013

Project: Alberta Drainage Project

Parcel 2
Arturo Rodriguez, et ux
7654 East Alberta Road
Edinburg, Texas 78542

To Whom It May Concern:

Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Urban County Program to appraise various properties for the expansion of an existing drainage ditch located south of Alberta Road east of Tower Road. The proposed acquisition shall begin at the point of the existing drain ditch and extend westerly to Tower Road. (See area highlighted in Red)



Attached is a survey of the property to be acquired. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible in order to locate the part to be acquired and photograph the area. We would like to extend the opportunity to meet with our office, on-site, in order to further explain the project and the purpose of the appraisal report.

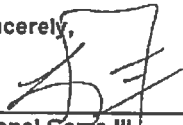
The Hidalgo County Urban County Program along with the County of Hidalgo Precinct No. 4 Right of Way Agents shall be negotiating the purchase of this portion of your property. As per the Hidalgo County Appraisal District (www.hidalgoad.org) it is indicated that the subject property is in the name of Arturo Rodriguez, et ux. If you or your representative wish to meet with our office to discuss the purpose of the appraisal and join us for an on-site inspection of your land, contact our office at (956) 687-7295 or leonel3@garza-associates.com. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to

Leonel Garza Jr. & Associates LLC

you and or you have sold said property, please notify our office as soon as possible so that the proper owner can be notified of the project.

With this letter I request permission to perform an on-site inspection and photograph your property. If access is restricted by a perimeter fence or gate, the inspection shall remain off-site along existing road right of way or existing drainage easements in the area. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

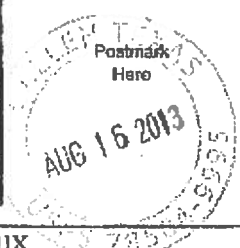


Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 4
Jesse Ozuna, Right of Way Agent
Office (956) 383-3112
1102 North Doolittle Road
Edinburg, Texas 78539

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$ _____ Certified Fee _____ Return Receipt Fee (Endorsement Required) _____ Restricted Delivery Fee (Endorsement Required) _____ Total Postage & Fees \$ 6.51	
Sent To Arturo Rodriguez, et ux	
Street, Apt. No. or PO Box No. 654 East Alberta Road	
City, State, ZIP+4 Edinburg, Texas 78542	
PS Form 3811, August 2004 See Reverse for Instructions	

7011 0470 0003 0645 4965

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p style="margin-left: 20px;">Arturo Rodriguez et ux 7654 East Alberta Road Edinburg, Texas 78542</p> <p style="margin-left: 20px;">Parcel No 2 Alberta Drain Project</p> <p>2. Article Number (Transfer from service label)</p>	<p>A. Signature <input checked="" type="checkbox"/> Arturo Rodriguez <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) ARTURO RODRIGUEZ Date of Delivery 8/17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
7011 0470 0003 0645 4965	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	

HIDALGO COUNTY APPRAISAL DISTRICT CARD

Hidalgo CAD

Property Search Results > 113240 RODRIGUEZ ARTURO & PHYLLIS A for Year 2013

Property

Account
 Property ID: 113240 Legal Description: ALAMO LAND & SUGAR CO LOT 12 BLK 53 E 5.D AC
 Geographic ID: A1800-00-053-0012-03 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location
 Address: 7854 E ALBERTA RD Mapsco:
 TX
 Neighborhood: Map ID: VOL 1 PG 24
 Neighborhood CD:

Owner
 Name: RODRIGUEZ ARTURO & PHYLLIS A Owner ID: 366461
 Mailing Address: 7854 E ALBERTA RD % Ownership: 100.0000000000%
 EDINBURG, TX 78542-3594
 Exemptions: HS, OV85

Values

(+) Improvement Homesite Value: + \$216,667
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$60,000
 (+) Land Non-Homesite Value: + \$0 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

(=) Market Value: = \$276,667
 (-) Ag or Timber Use Value Reduction: - \$0

(=) Appraised Value: = \$276,667
 (-) HS Cap: - \$0

(=) Assessed Value: = \$276,667

Taxing Jurisdiction

Owner: RODRIGUEZ ARTURO & PHYLLIS A
 % Ownership: 100.0000000000%
 Total Value: \$276,667

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	APPRAISAL DISTRICT	0.000000	\$276,667	\$276,667	\$0.00	
DR1	DRAINAGE DISTRICT #1	0.075000	\$276,667	\$276,667	\$207.50	
FD3	EMS DIST #03	0.030000	\$276,667	\$276,667	\$83.00	
GHD	HIDALGO COUNTY	0.580000	\$276,667	\$261,667	\$1,164.85	\$1,164.85
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$276,667	\$261,667	\$0.00	
JCC	SOUTH TEXAS COLLEGE	0.150700	\$276,667	\$276,667	\$374.65	\$374.65
R15	ROAD DIST 15	0.008000	\$276,667	\$276,667	\$0.00	
SDN	DONNA ISD	1.258200	\$276,667	\$251,667	\$2,146.06	\$2,146.06
SST	SOUTH TEXAS SCHOOL	0.048200	\$276,667	\$276,667	\$136.12	
Total Tax Rate:		2.153100				
Taxes w/Current Exemptions:					\$4,112.18	
Taxes w/o Exemptions:					\$5,956.92	

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 2910.0 sqft Value: \$216,667

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	BRKFA	DBRK	1983	2350.0
ENC	ENCLOSED ADD	BRKFA		1983	560.0
STG	STORAGE	BRKFA		1983	218.0
ROBL	RES OUT BUILDING	BRKFA	CBK	2001	3400.0

POR	PORCH (COVERED)	BRKFA	2001	170.0
CAN	CANOPY	BRKFA	2005	2678.0
POR	PORCH (COVERED)	BRKFA	1983	224.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	5.0000	217800.00	0.00	0.00	\$60,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	\$216,667	\$60,000	0	276,667	\$0	\$276,667
2012	\$219,886	\$60,000	0	279,886	\$14,604	\$265,082
2011	\$180,984	\$60,000	0	240,984	\$0	\$240,984
2010	\$199,305	\$35,000	0	234,305	\$0	\$234,305
2009	\$200,658	\$35,000	0	235,658	\$0	\$235,658
2008	\$202,010	\$35,000	0	237,010	\$0	\$237,010
2007	\$200,429	\$38,000	0	238,429	\$9,306	\$230,033
2006	\$171,121	\$38,000	0	209,121	\$0	\$209,121
2005	\$144,583	\$38,000	0	182,583	\$0	\$182,583
2004	\$143,419	\$38,000	0	181,419	\$2,986	\$178,433
2003	\$141,012	\$21,200	0	162,212	\$0	\$162,212

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/5/1997 12:00:00 AM	CONV	CONVERSION	YEAGER GLEN	RODRIGUEZ ARTU			815190
2	5/18/1995 12:00:00 AM	CONV	CONVERSION	Unknown	YEAGER GLEN	2134	846	

WARRANTY DEED (Page 1 of 5)

309085-KWK
WARRANTY DEED WITH VENDOR'S LIEN

615190

Date: June 27, 1997

Grantor: GLEN YEAGER and wife, MARY YEAGER

Grantor's Mailing Address (including county): 501 E. Hwy 83
Alamo, TX 78516
Hidalgo County, Texas

Grantee: ARTURO RODRIGUEZ and wife, PHYLLIS A. RODRIGUEZ

Grantee's Mailing Address (including county): Rt. 11, Box 75-H
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of EIGHTY NINE THOUSAND SIX HUNDRED AND NO/100THS DOLLARS (\$89,600.00) payable to the order of INTERNATIONAL BANK OF COMMERCE and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to ELIAS LONGORIA, Trustee, and for the further consideration of the execution and delivery by Grantees of their one other promissory note of even date herewith in the principal sum of \$11,200.00, payable to the order of Grantors, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default in the payment thereof and further providing for that should default be made in the payment of the \$89,600.00 note hereinabove described or in any of the covenants of the Deed of Trust securing the same, the indebtedness evidenced by said \$11,200.00 note, at the option of the holder thereof, shall at once become due and payable, said note providing for attorney's fees and being secured by a second and inferior Vendor's Lien and Superior Title herein and hereby expressly retained and reserved upon the property herein described and conveyed, and said note being additionally secured by a second and inferior deed of trust thereon of even date herewith to H & S SERVICES, INC., Trustee.

Property (including any improvements):

The East 5.0 acres of Lot Twelve (12), Block Fifty-three (53), Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas. SEE EXHIBIT "A" ATTACHED HERETO ARE METES AND BOUNDS DESCRIPTION OF PROPERTY HEREIN DESCRIBED.

Warranty Deed with Vendor's Lien
Page 1

WARRANTY DEED (Page 2 of 5)

Reservations from and Exceptions to Conveyance and Warranty:

Easement for RIGHT OF WAY granted to HIDALGO COUNTY, as set forth in instrument recorded in Volume 1413, Page 311, Deed Records, Hidalgo County, Texas.

Easement for RIGHT OF WAY granted to MAGIC VALLEY ELECTRIC COOPERATIVE, INC., as set forth in instrument recorded in Volume 1809, Page 74, Deed Records, Hidalgo County, Texas.

Easement for RIGHT OF WAY granted to NORTH ALAMO WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 1827, Page 27, Deed Records, Hidalgo County, Texas.

Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

Road along North line as per subdivision map recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas.

Taxes for the year 1997 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

INTERNATIONAL BANK OF COMMERCE, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the Note described, the vendor's lien and the superior title to the Property are retained for the benefit of INTERNATIONAL BANK OF COMMERCE, and are transferred to INTERNATIONAL BANK OF COMMERCE, without recourse on Grantor.

WARRANTY DEED (Page 3 of 5)

When the context requires, singular nouns and pronouns include the plural.

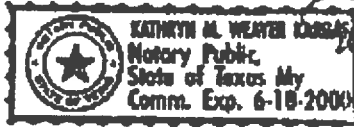
Glen Yeager
GLEN YEAGER

Mary Yeager
MARY YEAGER

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30th of July
1997, by GLEN YEAGER.

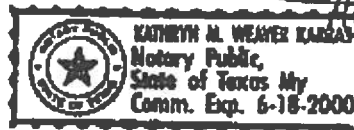


Kathryn M. Weaver Karris
Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30th of July
1997, by MARY YEAGER.



Kathryn M. Weaver Karris
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

ARTURO RODRIGUEZ
Rt. 11, Box 75-H
Edinburg, Texas 78539

PREPARED BY:

Suzanne R. Scott
Attorney At Law
208 West Cano
Edinburg, Texas 78539

File/GF Number: 309085
KWK:Ncl

WARRANTY DEED (Page 4 of 5)

**ART SALINAS
ENGINEERING & SURVEYING**

1524 DOVE AVENUE

McALLEN, TX 78504 PH: (210) 618-6566

FAX: (210) 618-5540

ARTURO A. SALINAS, P.E., R.P.L.S.

METES AND BOUNDS DESCRIPTION

The East 5.0 acres of Lot Twelve (12), Block Fifty-Three (53), Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas; said 5.0 acres is more particularly described by meets and bounds as follows:

BEGINNING at a found cotton picker spindle at the Northeast corner of said Lot 12 for the Northeast corner hereof; said corner lies on the centerline of Alberta Road.

THENCE, South 8 degrees 45 minutes West, passing a 1/2 inch iron rod found at 30.0 feet on the South R.O.W. line of Alberta Road, a total distance of 1320.0 feet to a set 1/2 inch iron rod at the Southeast corner of said Lot 12 for the Southeast corner hereof;

THENCE, North 81 degrees 15 minutes West, along the South line of Lot 12, a distance of 165.0 feet to a found 1/2 inch iron rod for the Southwest corner hereof;

THENCE, North 8 degrees 45 minutes East, passing a found 1/2 inch iron rod found at 1290.0 feet on the South R.O.W. line of Alberta Road, a total distance of 1320.0 feet to a found cotton picker spindle on the North line of said Lot 12 for the Northwest corner hereof;

THENCE, South 81 degrees 15 minutes East, along the North line of Lot 12 and the centerline of Alberta Road, a distance of 165.0 feet to the POINT OF BEGINNING, containing 5.0 acres of land, more or less.

BEARING BASIS: "NORTH ALAMO LAND AND SUGAR COMPANY SUBDIVISION"

JOB # 97-7701

DATE: 06-26-97



Arturo A. Salinas, R.P.L.S. # 4802



REG. PROF. ENGINEER

REG. PROF. LAND SURVEYOR

WARRANTY DEED (Page 5 of 5)

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Aug 05, 1997 at 04:26P

As a
Recording

Document Number: 615190
Total Fees : 15.00

Receipt Number - 103562

By,
Bea Cruz



Dos Land Surveying, LLC

February 21, 2013

Parcel 2

Page 1 of 4

County: Hidalgo, Texas
Alberta Drain Phase I

Property Description
Parcel 2

BEING A 0.625 ACRE (27,234 S.F.) TRACT OF LAND, OUT OF LOT 12, BLOCK 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, AND BEING A PART OF THAT CERTAIN 5.0 ACRE TRACT, CONVEYED TO ARTURO RODRIGUEZ, ET UX AS RECORDED IN DOCUMENT NO. 615190 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, SAID 0.625 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a p.k. nail set on the centerline of Alberta Road (60.0' right of way width), being the north line of said Lot 12, being the common corner of said subject 5.0 acre tract and that certain 5.00 acre tract conveyed to Kurt Morgan and Jennifer Morgan, recorded in Document No. 2392582 (H.C.O.R.), Texas;

THENCE, South 08°34'04" West, along the common line of said subject 5.0 acre tract, and said 5.00 acre "Morgan tract", at a distance of 30.00 feet pass the south right of way line of said Alberta Road, and continuing for total a distance of 1154.87 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set, for the northwest corner and for the **POINT OF BEGINNING** of the herein described parcel and having grid coordinate of X=1,117,444.38, Y=16,612,953.23;

THENCE, South 81°26'03" East, severing said subject 5.0 acre tract, a distance of 165.06 feet to a 5/8 inch iron rod with cap set on the common line of that certain 32.671 acre tract (remainder), conveyed to Abel Salazar, recorded in Volume 3279, Page 403 (H.C.O.R.), Texas and said subject 5.0 acre tract, for the northeast corner of the herein described parcel;

THENCE, South 08°34'04" West, along said common line, a distance of 165.00 feet to a 5/8 inch iron rod with cap set at the common corner of said Lots 12, 13 Block No. 53 and Lots 9, 16 Block No 54, also common corner to Owassa Acres Subdivision, recorded in Volume 36, Page 62 (H.C.M.R.), Texas, for the southeast corner of the herein described parcel;



Dos Land Surveying, LLC

February 21, 2013

Parcel 2

Page 2 of 4

THENCE, North 81°26'03" West, along the common line of said subject 5.0 acre tract and that certain 10.0 acre tract, conveyed to Robert J. Velado, as per property id no. 113243, Hidalgo County Appraisal District, a distance of 165.06 feet to a 1/2 inch iron rod found at the common corner of said subject 5.0 acre tract, and aforementioned 5.00 acre "Morgan tract", for the southwest corner of the herein described parcel;

THENCE, North 08°34'04" East, along the common line of said subject 5.0 acre tract and said 5.00 acre "Morgan tract", a distance of 165.00 feet to the **POINT OF BEGINNING**, of the herein described parcel, containing 0.625 acres (27,234 S.F.), more or less.

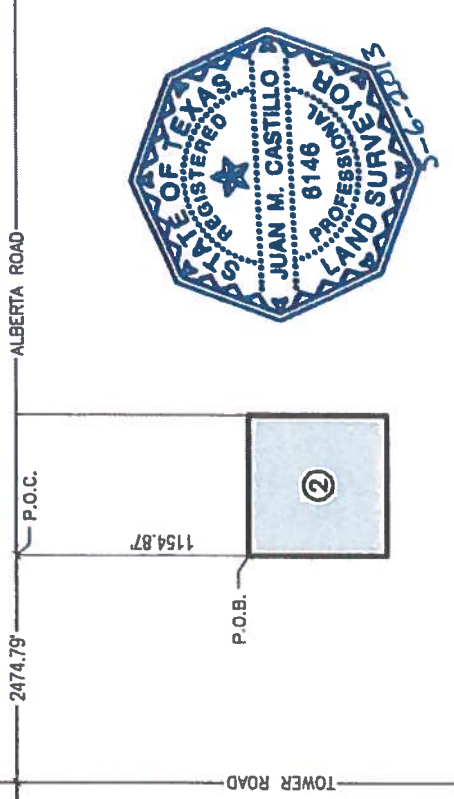
Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

For the subject tract is recorded in Document No. 615190 of the Official Records of Hidalgo County, Texas.

Juan M. Castillo
Juan M. Castillo, R.P.L.S. No. 6146





GENERAL NOTES:

1. All bearings and coordinates are based on the State Plane Coordinate system, South Zone (4205), North American Datum, 1983 (2011 Adjustment). All distances and coordinates shown are grid and can be converted to surface by multiplying by the average combined scale factor of 1.000040.
2. ● Indicates a 5/8" iron rod set with yellow cap stamped "DLS BNDY MRKR".
3. ○ Indicates a 1/2" iron rod found (unless otherwise noted).
4. H.C.M.R. Indicates Hidalgo County Map Records
5. H.C.O.R. Indicates Hidalgo County Official Records.
6. H.C.D.R. indicates Hidalgo County Deed Records.
7. H.C.A.D. Indicates Hidalgo county Appraisal District
8. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
9. This plat was prepared with the benefit of a title commitment. G.F. No. 132352, effective date April 18, 2013, Valley Land Title Company.

PARENT TRACT INSET
PARCEL NO. 2
N.T.S.

I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify the foregoing plat correctly represents the facts found on the ground on March 6, 2013, under my supervision.

Juan M. Castillo

Juan M. Castillo, R.P.L.S. # 6146

EXISTING	TAKING	REMAINING
5.0 AC.	0.625 AC.	4.375 AC.
	27,234 S.F.	



1002 E. Expressway 83 Ph (956)969-4183
Westlaco, TX 78596 Fax (956)447-8194

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
ARTURO RODRIGUEZ, ET UX
ALBERTA DRAIN DRAINAGE IMPROVEMENTS
PHASE I
MARCH, 2013

PARCEL 2
Sheet 3 of 4

P.O.C.
PARCEL 2
SET PK NAIL

ALBERTA ROAD (60.0' r.o.w.)

ALAMO LAND AND SUGAR COMPANY

ALAMO LAND AND SUGAR COMPANY
VOL 1, PGS 24-26
H.C.M.R.

Gary L. Jackson
Michael R. Kormeier
Called 5.0 acres
Doc. No. 833091
H.C.O.R.
December 27, 1999

Kurt Morgan
Jennifer Morgan
Called 5.00 acres
Doc. No. 2392582
H.C.O.R.
March 15, 2013

25' wide Magic Valley
Cooperative,
Electric Easement
Inc. Easement
over and across
Vol. 1809, Page 74
H.C.D.R. 1982
November 8, 1982

S 08°34'04" W 1154.87'

BLOCK 54
LOT 9

Abel Salazar
32.671 (remainder)
Vol. 3279, Pg. 403
H.C.O.R.
June 23, 1992

S 81°26'03" E 165.06'

P.O.B.
PARCEL 2
SET
X=1,117,444.38
Y=16,612,953.23

S 08°34'04" W 165.00'

N 08°34'04" E 165.00'

N 81°26'03" W 165.06'

BLOCK 53
LOT 12

Christy Garza
Jacobo M. Garza
10.0 acres (calc.)
Doc. No. 1432489, H.C.O.R.
February 4, 2005

Robert J. Velado
10.0 acres
Property ID No. 113243
H.C.A.D.

BLOCK 53
LOT 13

15.0' H.C.I.D. No. 2 Easement
10.0' Swale Easement

LOT 19

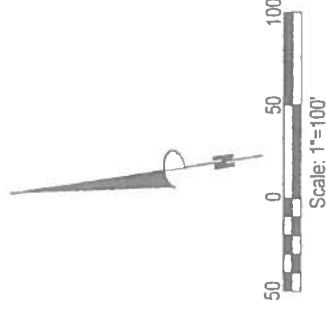
LOT 20

LOT 21

LOT 18

Guadalupe Aguirre
Called Lot 20
Doc. No. 2302967
H.C.O.R.
April 27 2012

OWASSA ACRES
SUBDIVISION
VOL 36, PG 62
H.C.M.R.



①

②

③

AI-43129

Precinct #4 15. B.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval to process the following invoice as a claim with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

<u>Vendor</u>	<u>Invoice No.</u>	<u>Amount</u>
Anrige, Inc	01-143247	\$630.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-124-007-0-421

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO # 704130

Funds available as of 02/11/14

* PO dated after services

Attachments

Inv # 01-143247

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 10:35 AM
Manuel Chapa	Manuel Chapa	02/12/2014 02:31 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Veronica Lopez		Started On: 02/11/2014 12:09 PM
	Final Approval Date: 02/14/2014	

RECEIVED
FEB 06 2014

BY: TM

RECEIVED BY
COUNTY AUDITOR

***** A CLEAN PORTOCO *****
* P.O. BOX 531607 *
* HARLINGEN, TX 78553 *
* 956-230-1370 *
* FAX 956-230-1450 *

2014 FEB 6 PM 1 50

Invoice Received By:
Tonia Moore on 2-6-14
Goods/Services Received By:
Vera Lopez on 1-22-14

4-1200431-00-124-007-0-921
Pct. # 134
Pur. Req. # 251187
P.O. # 704130 TRAB

Customer ID=====Contract Number
2HIDC2 RENTAL INVOICE 01-143247-02

01/22/14 HIDALGO COUNTY PCT. #4 HIDALGO COUNTY PCT. #4
ATTN: ACCTS PAYABLE 1051 N DOOLITTLE RD.
EDINBURG, TX 78542
EDINBURG, TX 78542
956-383-3112

P.O. Dated
After services

P/O number: 698225 704130 Sales: P-3
D1:W ON EXP 83;N ON CAGE BLVD;E ON RICHARDSON ST;SITE
D2:LHS;SVC AFTER 2PM;UNITS @ LOCATED BACK OF SHOP;IF
D3:GATE LOCKED CALL 358-5794 REGIRT:P3 R2: R3:
SU: MO: TU: WE:003 TH: FR: SA:
ORDER TRANS FROM CONTRACT 02-1136813 ...ET
Job: TM-035 2HIDC2 1051
From: THU 01/23/14 07:30
Thru: THU 02/20/14 07:30

Item No.	Qty	Description	Rate	Info	Unit	Extended
0001-0210	6	SERVICE - CUSTOMER'S UNIT RR	25.25		101.00	606.00
		Rates:	25.25/d	25.25/w	101.00/28d	
0001-0200	6	DISPOSAL - CUSTOMER'S UNIT RR	1.00		4.00	24.00
		Rates:	1.00/d	1.00/w	4.00/28d	

Receipts Summary			Summary	
Date	Seq Method	Ref/PO	Amount	
01/22/14	02	Charge	630.00	SERVICE 606.00 DISPOSAL 24.00
>>>>Amt Due this Invoice:			630.00	Total 630.00
Total Unpaid this Contract:			630.00	

THU 02/20/14 07:30



Purchase Order COUNTY OF HIDALGO

PO# 704130

DATE: 02/03/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 199362

REQ: 00251187

PHONE: (956) 230-1370

Fax: (956) 230-1450

EMAIL:

SHIP TO: HIDALGO CO. PCT 4

1051 N. DOOLITTLE
EDINBURG TX 78542

ANRIGE, INC.
D/B/A A CLEAN PORTOCO
P.O. BOX 531607
HARLINGEN TX 78553

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

SPECIAL INSTRUCTIONS: PCT. REQ#134

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER <u>Inv. 01-K3247-02</u>		
6.00	EACH	OM OM Blanket Purchase Order for the month of JAN- JUNE. to service six (6) Portable Toilets @ the Pct. 4 1051 N. Doolittle location	101.00	606.00
6.00	EACH	OM Disposal Fee	4.00	24.00
		TOTAL:		630.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		***** For Hidalgo County use only 4-1200-431-00-124-007-0-421		630.00

Authorized by: Martha Salazar msh

AI-42967

Budget and Management 16. A.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: IT

Submitted By: Manuel Chapa, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of \$6,928.83 (Second Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2014 was approved by Commissioners' Court on September 11, 2013 (AI# 40447).

Reference:

First Qtr - Reimb. Invoice \$6,928.83 (AI# 41777 11-19-13)

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1283-415-00-200-005-4-336

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #4-1283-334-10-200-005-4-000 "Texas Vine Program Revenue"

Attachments

Reimb Invoice

Production record

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	02/14/2014 03:45 PM
Budget & Management	Debbie Tamez	02/14/2014 03:47 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Manuel Chapa		Started On: 02/03/2014

Final Approval Date: 02/14/2014

**Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2014 Invoice**

		PHASE TYPE	
Place an "X" to the right of the applicable quarter(s)	1st Quarter	November 30, 2013	
	2nd Quarter	February 28, 2014	X
	3rd Quarter	May 31, 2014	
	4th Quarter	August 31, 2014	
Mail To: Office of the Attorney General Grants Administration Division - MC005 P.O. Box 12548 Austin, TX 78711-2548	Date of Invoice:		
	Invoice #:		
	Texas TIN:	17460007176012	
	Organization Name:	HIDALGO COUNTY	
	Mailing Address:	2808 S. Business Hwy.281	
	City:	Edinburg	
	State:	TX	
Grants Administration Division (GAD) Contact Attn: Finance Section Title: Financial Specialist Email: Pinni.Warner@texasattorneygeneral.gov Telephone: (512) 936-6397	Zip Code:	78539	
	Contact Person:	Ray Eufrazio, CPA	
	Title:	County Auditor	
	Email Address:	ray.eufrazio@auditor.co.hidalgo.tx.us	
	Telephone:	956-318-2511 x4604	
Month of Service	OAG GRANT #		Amount of Claim
Feb-14	1445766	PCA 10352	\$6,928.83
Note - 1: Invoice must be received for the prior quarter by the 5th of the next month following the end of each quarter.	Description of Services: Note 2: Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: September 1, 2013 to August 31, 2014). Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are correct and unpaid.		Note - 4: The amount of claim must not exceed the amount stated in "Total Due" line on the Certified Vendor Invoice.
Authorized Official or Designee Signature Note - 5: Must be signed by the Authorized Official or Alternate Designee	Signature of Authorized Official or Alternate Designee		Date
	Type/Print Authorized Official Name or Alternate Designee and Title		
<u>For OAG Use Only</u>			
Date Received by Grants Administration Division of the OAG:	GAD Fiscal Approval / Date		Date Received by OAG Accounting:



OFFICE of the ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) FY 2014 Quarterly Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

Grantee:	Hidalgo County	Contract Number:	1445766
-----------------	-----------------------	-------------------------	----------------

Yes	No	N/A	Grantee Responsibility
✓			As of the date below, SAVNS Jail Records are on production and available.
✓			As of the date below, SAVNS Court Records are on production and available.
✓			County SAVNS Problem Log notes all problems and resolutions.
	✗		Program Coordinator/Grant Contact keeps a SAVNS grant file.

Check 'Yes' or 'No' for each box.

The SAVNS file is kept at the Auditor's office

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

Signature
Ramon Garcia

Printed Name
Hidalgo County Judge

Title

Date

Explanation/Comments:

***** This completed and signed document must be submitted as an attachment to the quarterly invoice in order for payment to be made on your County's behalf, for costs associated with Annual Maintenance. Please keep a copy in your grant file.**

AI-43158

Budget and Management 16. B. 1.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Marcie Jackson, COMM.
PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct. #1 R&B (1200):

Approval of 2014 appropriation of funds into Precinct No.1 Road Maintenance (program 005) in the amount of \$35,935.43.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-121-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation in the amount of \$35,935.43

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 03:38 PM
Manuel Chapa	Manuel Chapa	02/13/2014 04:15 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Marcie Jackson		Started On: 02/12/2014 02:46 PM
	Final Approval Date: 02/14/2014	

AI-42939

Purchasing Department 17. A. 1.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Martha L. Salazar

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to publish an RFQ/P for a consultant for the procurement and purchase of electric energy provider for Hidalgo County when current agreement (through GLO's awarded provider, Reliant Energy) expires in 2015 with approval of procurement packet drafted by Purchasing (sent to V. Guerra/S. Cruz/J. Longoria for review and comment).

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

All users of said commodity would need to pay for expenditure from own budgets.

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Compensation for consultant is borne (through requirement of RFQ/P) by awarded provider and not Hidalgo County.

Attachments

Email

Draft specs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/13/2014 02:51 PM
Budget & Management	Debbie Tamez	02/13/2014 03:39 PM
Auditor's Office	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Marty Salazar		Started On: 01/30/2014 06:12 PM
Final Approval Date: 02/14/2014		

Zimbra**darlene.betancourt@co.hidalgo.tx.us**

HC-Energy Provider Consultant

From : Darlene H. Betancourt
<darlene.betancourt@co.hidalgo.tx.us>

Thu, Feb 13, 2014 01:27 PM

 1 attachment

Subject : HC-Energy Provider Consultant

To : Jaime Longoria
<jaime.longoria@co.hidalgo.tx.us>, Sergio
Cruz <sergio.cruz@co.hidalgo.tx.us>

Cc : Martha Salazar
<martha.salazar@co.hidalgo.tx.us>, Valde
<valde.guerra@co.hidalgo.tx.us>

Good Afternoon Mr. Longoria,

Pursuant to our meeting discussion in regard to Energy Consultant to assist HC, attached for your review, recommendations and/or approval you will find draft specifications and evaluation criteria for such project. An item is on Commissioners' Court agenda for next week, requesting authority to advertise and approval of specifications.

As previously discussed, the draft specifications were recently utilized by Cameron & Webb Counties.

Should you have any questions or concerns regarding this matter, do not hesitate to contact me.

Your prompt attention to this matter is greatly appreciated.

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852

Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing



Hidalgo County-Electricity Consultant.docx

23 KB

Hidalgo County
RFQ
Energy Consultant Services
2014-000-00-00

Hidalgo County is soliciting qualifications from energy consultants to provide professional electricity consulting services related to the procurement and delivery of electricity for its facilities. **Hidalgo County may be preparing an RFP for energy services provider . Consultant will assist with the details of the RFP (if authorized by Hidalgo County Commissioners' Court) , to evaluation the proposals and to assist Commissioner's Court during the decision making process and/ or to seek proposals from all cooperative purchasing program utilized and approved by Hidalgo County.** The County's current contract expires on, November 30, 2015.

The term of this agreement will commence upon **final acceptance of negotiated contract by Commissioners' Court for** a period of two (2) years with Hidalgo County's option to extend 1 additional year. The final agreement may be terminated by Hidalgo County upon providing consultant a 30 day written notice.

STATEMENT OF WORK

- A. The consultant will assist Hidalgo County with the following:
1. Assist in development of the requirements for an RFP (Request for Proposal) for the procurement of **energy services provider** to the facilities operated by Hidalgo County.
 2. Create RFP to obtain price quotes from REP's prior to the current electricity contract expiration.
 3. Review current electrical billings, meters, and identify current contract requirements and/or terms that are of concern to Hidalgo County.
 4. Inputting the electric bill on a customized excel spreadsheet for energy quote comparison.
 5. Assist in the evaluation of the RFP's for delivery of electric services to Hidalgo County facilities.
 6. Assist Hidalgo County's evaluation committee in reviewing the RFP's submitted to the County.
 7. Assist in negotiating and reviewing energy contracts and quotes from Retail **energy services providers**.
 8. Meet with County officials to review electrical RFP details such as, company references, financial stability, pricing; pass thru fees, gross receipts tax, and other terms of the proposed contract.
 9. Assist in providing a recommendation of the proposals received to Commissioners' Court and/or provide answers to any questions posed by Commissioners' Court during the decision making process. Provide a presentation of findings to County staff and Commissioners' Court.

10. Provide an analysis/comparison/assessment of prices, products and contract business terms of the County's electric providers and work the County's legal counsel to negotiate terms of final agreement with County and awarded electric provider.
 11. Be available for presentation to Commissioners' Court during the procurement process of the energy contract and during the term of the contract with the energy provider.
 12. Be available to provide presentation to Commissioners' Court as required by Hidalgo County to Commissioners' Court.
- B. The consultant will be required to provide the following services during the term of the contract (after selection of the **energy services provider** and during the term of the **energy services provider** contract).
1. Evaluate the electrical consumption of the County and provide recommendations to reduce energy consumption.
 2. Analyze peak hours of electricity usage.
 3. Monitor and audit utility bills on a monthly basis. Providing month electricity bill audit analysis and yearly budget reports starting_____.
 4. Provide support for energy cost reductions, meter consolidation and comply with HB 3693. Provide information needed to conform with SB 12 and HB 3693.
 5. Assist with the addition and/or deletion of accounts for county buildings.
 6. Resolve billing issues with REP or TDSP and dispute and provide support for bill error credits and corrections and meter additions and/or deletions.
 7. Provide recommendations on how to reduce or consolidate the number of meters and meter cost at County facilities.
 8. Provide recommendations on energy reduction projects for county facilities.
 9. Provide recommendations during new & renovation construction projects on possible energy reduction measures.

QUALIFICATIONS

- A. Before a consultant is considered for selection for energy consultant the following qualifications must be demonstrated;
1. The consultant or his/her firm shall not engage in the sale of energy.
 2. The consultant must disclose any potential conflict of interest with participating in the recommendation of an energy provider.
 3. Consultant shall have experience of at least 3 years working in deregulated working energy markets.
 4. Consultant shall have 3 years experience in negotiating electricity contracts for counties, cities, school district with the capacity of at least _____ kwh load;

5. Consultant shall 3 years experience in providing competitive assessment and procurement advisory services for the procurement of electricity.
6. Provide a list of 3 references with contact information where the proposed consultant has assisted in obtaining a retail electricity contract.

PRICING :

1. Hidalgo County requires that the contractor awarded this contract, fees be paid through the retail **energy services provider**.
2. Hidalgo County will negotiate a fee structure with consultant after the consultant has been ranked by Commissioners' Court and after a complete list of deliverables is agreed upon. Fee would be paid by the selected Retail **energy services provider** after the contract is awarded and the accounts are switched to the selected provider.
3. Consultant shall demonstrate that the County has received utility credits and/or refunds.

EVALUATION CRITERIA:

EXPERIENCE-50 points

1. Experience in negotiating electricity contracts for counties, cities, school districts with at least _____ kwh load, which must be identified in this RFP response.

CAPACITY TO PERFORM SERVICES-30 POINTS

1. Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity.
2. Provide resumes on key personnel that have more than 3 years experience working in deregulated energy markets.
3. Identify team members to be assigned to Hidalgo County's accounts; including qualifications.
4. List of 3 references with contact information where the proposed consultant or firm has assisted in obtaining a retail energy contract.

KNOWLEDGE OF RULES, REGULATION, CODES AND OTHER INFORMATION-10 POINTS

1. Knowledge of utility rate schedules TDSP Tariff's.
2. Provide written documentation communicating your knowledge of rules, regulations, codes and other information.

UNDERSTANDING & CAPACITY TO PROVIDE SUGGESTIONS AND IDEAS FOR ENERGY SAVINGS TO HIDALGO COUNTY.

1. Provided traditional savings efforts for energy savings for future for Hidalgo County.

DRAFT

AI-43156

Purchasing Department 17. A. 2.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Martha L. Salazar

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the request for proposals received for the RFP No.: 2014-028-02-12-CGA-Placement, Housing, Detention and Supervision of Hidalgo County Inmates".

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact at this time.

Attachments

Participation-Acceptance Sheets

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/13/2014 03:22 PM
Budget & Management	Debbie Tamez	02/13/2014 03:38 PM
Obdett Calzada	Obdett Calzada	02/14/2014 11:23 AM
Auditor's Office	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Gricelda Villarreal		Started On: 02/12/2014

Final Approval Date: 02/14/2014

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: FEBRUARY 12, 2014

RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION: "Placement, Housing, Detention and Supervision of Hidalgo County Inmates"

RFP NO: 2014-028-02-12-CGA

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. LaSalle Corrections Nathaniel Quarterman	email	CGA nquarterman@lasallesouthwest.com	1-21-14	26228 Ranch Road 12 Dripping Springs, Tx 78620 512-858-7202
2. Emerald Companies Tonya	Email	CGA twelker@emeraldcompanies.com	1-21-14	400 Travis St. Ste. 402 Shreveport, LA 71101 318-425-7083
3. Prime Vendor Inc. Erika Russ	Email	CGA Bids17@prime-vendor.com	1-21-14	4622 Cedar Ave., Ste. 123 Wilmington, NC, 28403-4429 800-746-9554
4. Corrections Corporation of America Kathy Baker	email	CGA Kathy.baker@cca.com	1-21-14	10 Burton Hills Blvd. Nashville, Tennessee 37215 Ph.: 615-263-6674
5. LCS Michael Magee	In Person	CGA Michael.magee@lscorrections.com	1-29-14	Post Office Box 239, 1300 Highway 107 La Villa, Texas 78562
6. Crystal City Police Department Johnny Vasquez	Email	CGA jvasquez@cityofcc.org	1-28-14	101 E. Dimmit Street Crystal City, Texas, 78839
7. Jonas Attorney At Law James Jonas	Emai	jonas@wjonas.com	2-3-14	300 E. Basse Road Ste. 1143 San Antonio, Tx 78209
8.				
9.				
10.				

*VIA:

IN PERSON (IP)

TELEPHONE REQUEST (TR)

PROPOSER LIST MAIL OUT (PLM)

**HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET**

DEPARTMENT NAME: Hidalgo County Purchasing Department

PROPOSAL ACCEPTANCE DATE: February 12, 2014

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: RFP- Placement, Housing Detention and Supervision of Hidalgo County Inmates"

PROPOSAL NO: 2014-028-02-12-CGA

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#01	LCS Corrections Services Inc.	√√
#02	Emerald Correctional Management, L.L.C.	√√
#03		
#04		
#05		
#06		
#07		
#08		
#09		

AI-42940

Purchasing Department 17. A. 3.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Martha L. Salazar

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Options for the procurement of publishing statutory and non-statutory advertisements:

A. Pursuant to AG-Opinion JC-0223, discussion and action for HCCC to define the term "newspaper of general circulation" as contained in the Texas Government Code statute 2051.044 more specifically to mean:

- a. A newspaper that reaches all areas of Hidalgo County? **YES** ___; **NO** ___
- b. A newspaper that publishes everyday so as to accommodate publication of Public Hearings (as statutes require CC) to encourage public involvement and also meet deadlines such as 14 days prior to said public hearings? **YES** ___; **NO** ___
- c. A newspaper that publishes on weekends to attempt to reach as many readers/residents/vendors/etc. to comply with statutory obligation to encourage competition in the procurement process. This requirement will also resolve those individuals that do not have internet or television exposure; **YES** ___; **NO** ___
- d. A newspaper that has web-page access on a continuous basis; **YES** ___; **NO** ___

B. If Item A approved as to definition of a "newspaper of general circulation", requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section 262.024(a)(7), "an item that can be obtained from only one source" as various/numerous State/Local Statutes, Administrative, Election, Family, Tax Codes, Etc. (i.e. Tx. Gov't. Code 2051, Tx. Local Gov't. Code 262.055, Tx. Admin. Code. etc.) and all Other Applicable Laws that dictate publication in a newspaper;

C. Requesting a "Sole Source Declaration" for The Monitor for the publication of statutory ads and/or notices qualifying under HCCC definition as a "newspaper of general circulation" and assigned NIGP commodity code #915-02;

D. Authority to purchase ad and/or notice space from The Monitor (through the requisition and Purchase Order established protocol) for as long as The Monitor continues as said Sole Source Provider;

E. Authority to solicit sealed quotes (on a 12 month basis as it appears that the \$50K threshold will not be exceeded for NIGP commodity code 915-71-Advertising) for the publication of all non-statutory newspaper ads or notices for Hidalgo County in a newspaper that qualifies under Tx. Gov't. Code 2051.044 (& not containing HCCC definition) with Purchasing to develop and draft specifications.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:

ACCT. #:
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

All expenditures for the commodity codes described herein are to be funded through user department budgets.

Attachments

AG JC0223

Advertising-Commodity Code

Tx Govt Code-Section 2051

email to Auditor's

commodity code report for 2014

Memorandum

Tx Govt Code 262.025

Survey from 2012

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/14/2014 02:48 PM
Budget & Management	Debbie Tamez	02/14/2014 02:51 PM
Manuel Chapa	Manuel Chapa	02/14/2014 04:15 PM
Auditor's Office	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Marty Salazar		Started On: 01/30/2014 06:16 PM
	Final Approval Date: 02/14/2014	

Tex. Atty. Gen. Op. JC-0223 (Tex.A.G.), 2000 WL 659125

Office of the Attorney General

State of Texas
Opinion No. JC-0223
May 22, 2000

*1 Re: What constitutes a "newspaper of general circulation" for the purpose of publishing legal notices, and related questions (RQ-0160-JC)

The Honorable Ben W. "Bud" Childers
Fort Bend County Attorney
301 Jackson, Suite 621
Richmond, Texas 77469-3108

Dear Mr. Childers:

Numerous statutes require a governmental entity to publish notice of an upcoming event or a proposed action in a "newspaper of general circulation." See, e.g., [Tex. Gov't Code Ann. § 2007.042\(a\)](#) (Vernon 2000) (requiring political subdivision that proposes to affect private real-property rights to publish notice); [Tex. Loc. Gov't Code Ann. § 272.001\(a\)](#) (Vernon Supp. 2000) (requiring political subdivision to publish offer of land owned by subdivision for sale); [Tex. Water Code Ann. § 11.175\(b\)](#) (Vernon Supp. 2000) (requiring Texas Natural Resource Conservation Commission to publish notice of hearing to cancel water-appropriation permit). You ask generally how the phrase "a newspaper of general circulation" is defined with reference to notices a governmental entity, including a county, is required to publish. See Letter from Honorable Ben W. "Bud" Childers, Fort Bend County Attorney, to Honorable John Cornyn, Attorney General of Texas (Dec. 13, 1999) (on file with Opinion Committee) [hereinafter "Request Letter"]. You specifically ask seven questions:

1. What constitutes a "newspaper of general circulation" as that phrase is used in the requirements for publication of legal notices?
2. Is there an objective standard to determine whether a newspaper is one of general circulation in a given county?
3. In a county with a population of approximately 325,000, is a weekly newspaper that meets the requirements of [Texas Government Code § 2051.044](#) and that has a subscriber base of approximately 200, a newspaper of general circulation?
4. In determining whether to award the contract for publication of legal notices to Newspaper "A," is it permissible to consider the circulation numbers of Newspaper "B," even though Newspaper "B" would not in and of itself qualify for the award of the contract (because Newspaper "B" is not entered as a Periodicals postal matter in Fort Bend County, Texas)?
5. Is it permissible for Commissioners Court to set the minimum number of subscribers a newspaper must have in the bid specifications?
6. Is it permissible for Commissioners Court to base its lowest and best bid criteria on the cost per unit or subscriber rather than the price per column inch?
7. Since there are both special and general statutes, each requiring a different standard for publication, may Commissioners Court require that the newspaper be one of general circulation when it determines its bid specifications?

*2 Request Letter, *supra*, at 2.

We conclude generally that a newspaper of general circulation is a newspaper that has more than a de minimis number of subscribers within a specific geographic region, has a diverse subscribership, and publishes some items of general interest to the community. We also conclude that a county commissioners court generally may specify, in a request for bids, the minimum number of subscribers a newspaper bidding on a contract to publish county notices must have if the specification relates to the quality of the goods or services the county desires to purchase. And we conclude that a county must "base its lowest and best bid criteria" on the newspaper's lowest published rate for classified advertising.

The Fort Bend County Purchasing Department recently solicited bids for a term contract for newspaper publication of legal notices in Fort Bend County. See Request Letter, *supra*, at 1. In response, the county has received a bid from a newspaper with paid subscribers that has a sister publication, produced by the same publisher, that is distributed free of charge:

One of the bidding newspapers (Newspaper "A") is a local weekly newspaper that has a circulation of approximately 200 paid and/or requested mail subscriptions. Slightly less than half of these 200 subscriptions are paid/requested outside-county mail subscriptions with the remainder being paid in-county subscriptions. Newspaper "A" devotes more than 25 percent of its total column lineage to general interest items and has been published regularly and continuously at least once each week for a number of years. Additionally, Newspaper "A" is entered as a second-class postal matter (or "Periodicals" as the U.S. Postal Service now refers to it) in Fort Bend County, Texas.

The publisher of Newspaper "A" also publishes another weekly newspaper (Newspaper "B"). Newspaper "B" is a local weekly that has a press run of approximately 56,000 newspapers and is distributed free to homes and businesses in Fort Bend County. Like Newspaper "A", Newspaper "B" devotes more than 25 percent of its total column lineage to general interest items and has been published regularly and continuously at least once each week for a number of years. However, Newspaper "B" is not entered as a Periodicals postal matter in Fort Bend County, Texas.

It has been proposed that, if the contract for publication of legal notices is awarded to Newspaper "A", then Newspaper "B" will also print the legal notices in its newspaper at no additional charge to the county. Newspaper "B" cannot in and of itself be awarded the contract since it is not entered as a Periodicals postal matter and as such does not meet the requirements of [Texas Government Code § 2051.044](#).

Request Letter, *supra*, at 1-2.

You first ask what constitutes a newspaper of general circulation for the purpose of numerous statutes that require a governmental entity, including a county, to publish notice of a public hearing, a request for proposals, or other announcement in "a newspaper of general circulation." See Request Letter, *supra*, at 2. For example, neither a county nor a municipality may issue bonds that are to be paid from ad valorem tax revenues unless the issuance has been approved in an election following the publication of notice in a newspaper of general circulation "published in the county or municipality holding the election." [Tex. Gov't Code Ann. § 1251.003\(d\)\(2\)](#) (Vernon 2000); see also [Tex. Elec. Code Ann. § 4.003\(a\)\(1\)\(B\)](#) (Vernon Supp. 2000). And a county generally may not sell or exchange its real property unless it has notified the general public of the offer of the land for sale or exchange, "published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county." See [Tex. Loc. Gov't Code Ann. § 272.001\(a\)](#) (Vernon Supp. 2000); see also, e.g., [Tex. Alco. Bev. Code Ann. § 11.392\(b\)](#) (Vernon Supp. 2000) (requiring applicant for a private club permit renewal to publish notice of renewal application in "newspaper of general circulation"); [Tex. Loc. Gov't Code Ann. § 54.035\(b\)](#) (Vernon 1999) (requiring municipal building and standards commission to publish notice of proceedings before commission in "newspaper of general circulation" in municipality); [Tex. Transp. Code Ann. § 314.022\(d\)](#) (Vernon 1999) (requiring municipal condemnation commission to publish notice of condemnation hearing "in a newspaper of general circulation in the county in which the property is located").

*3 As commonly defined, see [Tex. Gov't Code Ann. § 311.011](#) (Vernon 1998) (directing that statutory words and phrases generally should be construed consistently with common usage or accepted meaning), the phrase "newspaper of general

circulation” describes a newspaper that has more than a de minimis number of subscribers, has a diverse audience, and contains some news of general interest to the community. See generally 66 C.J.S. Newspapers § 4 (1998). After studying the decisions available to it, the Iowa Supreme Court, in a case cited by a Texas court of appeals, devised two criteria for considering whether a newspaper is one of “general circulation”: “First, . . . a newspaper of general circulation is not determined by the number of its subscribers, but by the diversity of its subscribers. Second, . . . even though a newspaper is of particular interest to a particular class of persons, yet, if it contains news of a general character and interest to the community, although the news may be limited in amount, it qualifies as a newspaper of ‘general circulation.’” [Burak v. Ditson](#), 229 N.W. 227, 228 (Iowa 1930) (cited in [City of Corpus Christi v. Jones](#), 144 S.W.2d 388, 393 (Tex. Civ. App.-San Antonio 1940, writ dismissed judgment corrected)). The Supreme Court of North Carolina examined cases from several jurisdictions and devised a similar four-pronged test:

First, it must have a content that appeals to the public generally. Second, it must have more than a de minimis number of actual paid subscribers in the taxing unit. Third, its paid subscriber distribution must not be entirely limited geographically to one community, or section, of the taxing unit. Fourth, it must be available to anyone in the taxing unit who wishes to subscribe to it.

[Great S. Media, Inc. v. McDowell County](#), 284 S.E.2d 457, 467 (N.C. 1981); see [Ala. Atty Gen. Op. No. 28 \(1997\)](#), 1997 WL 1054022, * 1 (discussing Great Southern Media's four-pronged test). Thus, a newspaper of general circulation “circulates among all classes and is not confined to a particular class or calling in the community” and includes some general-interest items, so that the newspaper is one upon which the general public will rely “to be informed of the news and intelligence of the day, editorial opinion, and advertisements.” 66 C.J.S. Newspapers § 4, at 19-20 (1998).

We believe a Texas court would analyze the issue using criteria similar to those adopted in the Iowa and North Carolina cases. First, more than a de minimis number of subscribers within the bounds of a certain geographic region, see [Great S. Media, Inc., 284 S.E.2d at 467](#), is necessary to serve the common-sense purpose of notifying people within the region. See Dale R. Agthe, Annotation, What Constitutes Newspaper of “General Circulation” Within Meaning of State Statutes Requiring Publication of Official Notices and the Like in Such Newspaper, 24 A.L.R. 4th 825 (1983) (stating that “primary purpose of the printing of legal notices is to give the widest publicity practicable”). Second, the Court of Civil Appeals has underlined the importance of the diversity of a newspaper's readership: it determined that a daily paper in the City of Dallas with a circulation of about 1,000 “in the different walks of life” was a newspaper of general circulation. [Robinson v. State](#), 143 S.W.2d 629, 633 (Tex. Civ. App.-Dallas 1940, writ dismissed judgment corrected). Third, in [City of Corpus Christi v. Jones](#) the court relied upon the general contents of a newspaper in determining that it was a newspaper of general circulation. See [City of Corpus Christi](#), 144 S.W.2d at 393. The court noted the following characteristics: “[I]t had a circulation of about 4000 in a city of about 45,000 population; . . . about 1200 copies were delivered to paid subscribers, and although it featured church and Corpus Christi news, it was not dedicated to any private enterprise. . . . The paper contained news items of general interest, editorials and advertisements.” *Id.*; cf. [Meyer v. Opperman](#), 13 S.W. 174, 176 (Tex. 1890) (finding, in action on deed of trust, that Galveston Civilian may, as matter of law, be a newspaper sufficient for notice despite its limited circulation); [Hurt v. Cooper](#), 63 Tex. 362, 367 (1885) (same).

*4 We accordingly conclude that, to be a newspaper of general circulation, a newspaper must have more than a de minimis number of subscribers within a particular geographic region; must have a diverse subscribership; and must contain some news, editorials, and advertisements of a general character and interest to the community. See [Burak](#), 229 N.W. at 228; [Moore v. Alaska](#), 553 P.2d 8, 21 (Alaska 1976). Whether a particular newspaper is a newspaper of general circulation is a question of fact that cannot be determined in the opinion process. See, e.g., [Tex. Atty Gen. Op. Nos. JC-0032 \(1999\)](#) at 4 (stating that question of fact is beyond purview of this office); [JC-0027 \(1999\)](#) at 3 (stating the questions of fact cannot be addressed in attorney general opinion); [JC-0020 \(1999\)](#) at 2 (stating that investigation and resolution of fact questions cannot be done in opinion process).

[Section 2051.044 of the Government Code](#) is relevant to determine whether a particular publication is a newspaper in which a governmental entity may publish notice. [Section 2051.044](#) lists four criteria of a newspaper in which a notice must be published: The newspaper in which a notice is published must:

(1) devote not less than 25 percent of its total column lineage to general interest items;

- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

[Tex. Gov't Code Ann. § 2051.044\(a\)](#) (Vernon 2000).

A brief received in connection with your request suggests that a newspaper that has obtained Periodical mailing privileges (f/k/a "second-class postal matter," see [id.](#) [§ 2051.044\(a\)\(3\)](#); see also United States Postal Service, Domestic Mail Manual, Issue 55, reg. E211.1.0 (4/6/00) [hereinafter "Domestic Mail Manual"] ("Effective July 1, 1996, second-class mail was renamed Periodicals.")), and therefore satisfies [section 2051.044\(a\)\(3\) of the Government Code](#), should be presumed to be a newspaper of general circulation. See Brief from Don R. Richards, McWhorter, Cobb & Johnson, L.L.P., Attorneys at Law, on behalf of Texas Press Ass'n, to Honorable John Cornyn, Attorney General (Jan. 24, 2000) (on file with Opinion Committee) [hereinafter "TPA Brief"]. According to the TPA Brief, the holder of Periodical mailing privileges must produce a "general publication" that is "'published to disseminate information of a public character' or is otherwise devoted to matters of social public concern such as 'literature, the sciences, art or some special industry.'" *Id.* at 4 (quoting Domestic Mail Manual, *supra*, reg. E212.1.2). The TPA Brief asserts that the holder of Periodical mailing privileges also must devote at least twenty-five percent of the publication's overall content to noncommercial, "news-type matters of general public interest." *Id.*; cf. [Tex. Gov't Code Ann. § 2051.044\(a\)\(1\)](#) (Vernon 2000) (defining "newspaper" as publication that, among other things, devotes at least twenty-five percent of total column lineage to general interest items).

*5 Even assuming that the TPA Brief properly characterizes United States Postal Service regulations, the holder of Periodical mailing privileges is not entitled to a presumption that the holder publishes a newspaper of general circulation. An analysis of whether a newspaper is one of general circulation requires not only an examination of the newspaper's content, but also a determination that the newspaper's subscribership is more than *de minimis* and is diverse. It does not appear that obtaining Periodical mailing privileges requires a consideration of these factors.

Nor is a newspaper, as defined in [section 2051.044 of the Government Code](#), necessarily a newspaper of general circulation. See [Tex. Gov't Code Ann. § 2051.044\(a\)](#) (Vernon 2000). Nothing in [section 2051.044\(a\)](#)'s definition requires an examination of the diversity of a newspaper's subscribership or a determination that the newspaper serves more than a minimal number of subscribers. Consequently, a newspaper, as defined in [section 2051.044\(a\)](#), is a newspaper of general circulation only if it has more than a *de minimis* number of subscribers and its subscribership is diverse.

Conversely, a newspaper of general circulation must be a newspaper for the purposes of section 2051.044, in addition to having more than a *de minimis* number of subscribers and a diverse subscribership. To the extent a general or special law does not specify a contrary "manner of publication," [section 2051.044](#), as part of chapter 2051, subchapter C, governs the publication of a notice in a newspaper by a governmental entity. See *id.*

In response to your second question, whether there is an objective standard that may be used to determine whether a newspaper is one of general circulation, we conclude there is not. Whether a particular publication is a newspaper under [section 2051.044\(a\) of the Government Code](#) can be determined objectively by calculating the publication's percentage of general-interest material; by determining the number of times the publication is published each week; by ascertaining whether the publication has been approved for Periodical mailing privileges; and by considering whether it has been published regularly and continuously for at least twelve months prior to the publication of the governmental entity's notice. See *id.* The remaining components used to determine whether a particular newspaper is of general circulation, the proportion of subscribers compared to the general population and the diversity of the audience, cannot be determined by applying an objective standard. "There is . . . no fixed

number of readers or ratio of readers to the population necessary for a newspaper to be considered one of general circulation.” [Gannett Co. v. Delaware](#), 1993 WL 19714, * 4 (Del. Ch. 1993) (citing [Great S. Media, Inc.](#), 284 S.W.2d at 467); see also [Ark. Atty Gen. Op. No. 90-134](#), 1990 WL 358833, * 3 (and cases cited therein) (summarizing cases determining de minimis distribution). Whether a newspaper has more than a “trifling” or “minimal” number of paid subscribers so that the notice may serve to notify the public, as it is supposed to do, is a question of fact to be determined by the public official or body that is required to cause the notice to be published. See [Tex. Atty Gen. LO-97-036](#), at 3 n.3 (stating that determining whether particular consideration is “significant” or “de minimis” requires resolution of fact questions); [Va. Atty Gen. Op. No. 372 \(1982\)](#), 1982 WL 175548, * 2 (same); [Black’s Law Dictionary](#) 443 (7th ed. 1999) (defining “de minimis”).

*6 Whether a newspaper serves a diverse subscribership also requires a factual examination of whether the newspaper serves a “special or limited” audience, such as a “medical, literary, religious, scientific or legal journal,” see [Great S. Media, Inc.](#), 284 S.E.2d at 464 (quoting [Lynn v. Allen](#), 44 N.E. 646, 647 (Ind. 1896)), or whether it “circulates among all classes and is not confined to a particular class or calling in the community.” *Id.* (quoting [People v. South Dearborn Street Bldg. Corp.](#), 24 N.E.2d 373, 374 (Ill. 1939)).

You next ask whether, in a county with a population of approximately 325,000, a weekly newspaper, as defined by [section 2051.044 of the Government Code](#), with a subscriber base of approximately 200 is a newspaper of general circulation. “[I]t is not at all essential, to constitute a newspaper one of ‘general circulation’ . . . , that the newspaper be read by all the people of a county, township, or other community in which it circulates.” Dale Agthe, Annotation, What Constitutes Newspaper of “General Circulation” within Meaning of State Statutes Requiring Publication of Official Notices and the Like in Such Newspaper, 24 A.L.R. 4th 822, 826 (1983). **Whether a particular newspaper has more than a de minimis number of subscribers within a county must be determined by the county commissioners court, the body that is to arrange for the publication of county notices.** See [Va. Atty Gen. Op. No. 372](#), 1982 WL 175548, at * 2.

Fourth, you ask whether, “[i]n determining whether to award the contract for publication of legal notices to Newspaper ‘A,’” the governmental entity may “consider the circulation numbers of Newspaper ‘B,’ even though Newspaper ‘B’ would not in and of itself qualify for the award of the contract.” Newspaper A has paid subscribers, while its sister publication produced by the same press, Newspaper B, is distributed free of charge to homes and businesses within the county. See Request Letter, *supra*, at 1-2. A governmental entity may not include the circulation numbers of Newspaper B in determining whether Newspaper A is a newspaper of general circulation. The additional circulation may, however, be a factor in determining which bid is “the lowest and best.” See [Tex. Loc. Gov’t Code Ann. § 262.027\(a\)\(1\)](#) (Vernon 1999) (directing county commissioners court normally to award contract to “responsible bidder who submits the lowest and best bid”); cf. [Tex. Atty Gen. Op. No. JM-881 \(1988\)](#) at 3 (explaining that county is not required to accept lowest bid, but “lowest and best” bid).

*7 **You ask fifth whether a commissioners court may set the minimum number of subscribers a newspaper must have in the bid specifications. A county may specify the characteristics of the goods or services it desires to purchase.** See [Tex. Loc. Gov’t Code Ann. § 262.025\(b\)\(1\)](#) (Vernon 1999); [Tex. Atty Gen. Op. No. JC-0124 \(1999\)](#) at 2. But specifications must be definitely and objectively related “to matters of quality and competence or . . . adopted” in accordance with clear legislative authority. See [Tex. Atty Gen. Op. No. DM-113 \(1992\)](#) at 7; see also [Texas Highway Comm’n v. Texas Ass’n of Steel Importers, Inc.](#), 372 S.W.2d 525, 529 (Tex. 1963) (recognizing state agency’s authority to specify quality of goods); [Tex. Atty Gen. Op. No. JC-0124 \(1999\)](#) at 2 (discussing [Texas Ass’n of Steel Importers, Inc.](#)); [Tex. Atty Gen. Op. No. JM-1215 \(1990\)](#) at 3 (same). While we believe an argument can be made that a specification regarding the minimum number of subscribers is related to the effectiveness of published public notices, whether a certain specification is in fact directly related to the quality of item to be purchased is a fact question. See [Tex. Atty Gen. Op. No. JM-1215 \(1990\)](#) at 4.

In answer to your sixth question, we conclude that a county commissioners court may not “base its lowest and best bid criteria on the cost per unit or subscriber rather than the price per column inch.” Request Letter, *supra*, at 2. [Section 2051.045 of the Government Code](#) sets the legal rate for publication of notice in a newspaper: “The legal rate for publication of a notice in

a newspaper is the newspaper's lowest published rate for classified advertising.” [Tex. Gov't Code Ann. § 2051.045](#) (Vernon 2000). Consequently, a county must “base its lowest and best bid criteria” on the newspaper's lowest published rate for classified advertising. The statute does not specify that the rate must be articulated as a “price per column inch,” but the statute does not permit the county commissioners court to require a newspaper to compete on a rate system other than that it normally uses.

Finally, you ask whether a county commissioners court may require in its bid specifications that the newspaper be one of general circulation, although “there are both special and general statutes, each requiring a different standard for publication.” Request Letter, *supra*, at 2. You do not indicate what statutes you mean, nor have you provided any briefing. Consequently, we can offer only the most general advice.

A county may not publish notice in a newspaper of general circulation if such a newspaper would be inconsistent with the specific statute requiring the notice. See [Tex. Gov't Code Ann. § 311.026](#) (Vernon 1998) (stating that specific statute normally controls over inconsistent general statute). Publishing notice in a newspaper of general circulation may not, in certain circumstances, satisfy specific statutory requirements regarding the location of publication. [Section 202.043 of the Agriculture Code](#) requires the governing board of a wind erosion conservation district, the boundaries of which must be coextensive with county boundaries, to publish notice of an assessment hearing “in a newspaper of general circulation” that is published in the county. See [Tex. Agric. Code Ann. § 202.043\(c\)](#) (Vernon 1982); see [Christy v. Williams, 292 S.W.2d 348, 352 \(Tex. Civ. App.-Galveston 1956\)](#), writ *dism'd*, [298 S.W.2d 565 \(Tex. 1957\)](#) (defining “published”) (quoting *Tex. Atty Gen. Op. No. C-7286* (1946) at 3). Under such a statute, a wind erosion conservation district could not publish its notice only in a newspaper of general circulation that is not published within the county.

Summary

***8 A newspaper of general circulation is a newspaper that has more than a de minimis number of subscribers among a particular geographic region, that has a diverse subscribership, and that publishes some items of general interest to the community.** See also [Tex. Gov't Code Ann. § 2051.044\(a\)](#) (Vernon 2000) (defining “newspaper”). Whether a particular newspaper is generally circulated is a question of fact. In determining whether a particular newspaper is a newspaper of general circulation for the purposes of publishing official notices, a governmental entity may not combine the subscriber numbers of that newspaper with the circulation numbers of a separate newspaper that is sent out free of charge to nonsubscribers.

So long as the specification relates to the quality of the goods and services a county desires to purchase, the commissioners court may specify, in a request for bids, the minimum number of subscribers a newspaper bidding on a contract to publish county notices must have. A county must “base its lowest and best bid criteria” on the newspaper's lowest published rate for classified advertising. See *id.* [§ 2051.045](#). A county may not publish notice in a newspaper of general circulation if such a newspaper would be inconsistent with the specific statute requiring the notice.

Yours very truly,

John Cornyn
Attorney General of Texas
Andy Taylor
First Assistant Attorney General
Clark Kent Ervin
Deputy Attorney General - General Counsel
Elizabeth Robinson
Chair
Opinion Committee
Kymerly K. Oltrogge
Assistant Attorney General - Opinion Committee

Tex. Atty. Gen. Op. JC-0223 (Tex.A.G.), 2000 WL 659125

End of Document

© 2014 Thomson Reuters. No claim to original U.S. Government Works.

Code	Description	UOM
915	COMMUNICATIONS AND MEDIA RELATED SERVICES	N/A
<u>915-01</u>	Advertising Agency Services	N/A
<u>915-02</u>	Advertising (Including Notice of Bid Solicitation, Statutory Notices)	N/A
<u>915-03</u>	Advertising/Public Relations (Incl. Skywriting)	N/A
<u>915-04</u>	Advertising, Outdoor Billboard, etc.	N/A
<u>915-05</u>	Answering/Paging Services	N/A
<u>915-06</u>	Audio Production	N/A
<u>915-07</u>	Audio Recording	N/A
<u>915-08</u>	Audio Media Duplicating Services (Incl. Cassettes, CD ROMs, Tapes, etc.)	N/A
<u>915-09</u>	Audio/Video Production Services Complete	N/A
<u>915-11</u>	Background Music Services (Incl. Messaging on Hold, etc.)	N/A
<u>915-14</u>	Broadcasting Services, Radio	N/A
<u>915-15</u>	Broadcasting Services, Television	N/A
<u>915-20</u>	Call Center Services	N/A
<u>915-22</u>	Communications Marketing Services	N/A
<u>915-23</u>	Conference Coordinating and Planning Services	N/A
<u>915-24</u>	Cable Television Services (Includes Pay-Per-View Services)	N/A
<u>915-25</u>	Captioned Services for the Hearing Impaired (See 915-85 for Telecommunication Relay Services)	N/A
<u>915-26</u>	EDI (Electronic Data Interchange) Value Added Network (VAN) Services	N/A
<u>915-27</u>	Editorial Services	N/A
<u>915-28</u>	Electronic Information and Mailing Services	N/A
<u>915-30</u>	DVD Duplicating Services	N/A
<u>915-36</u>	Facsimile (Fax) Services	N/A
<u>915-38</u>	Film and Slide Processing, Duplicating and Touch Up Services	N/A
<u>915-42</u>	Film and Slide/Tape Production Services	N/A
<u>915-44</u>	Fulfillment (Includes. Data Processing, Packaging, Labeling and Mailing of Literature as a Package)	N/A
<u>915-45</u>	Fulfillment, Inventory, and Storage Services	N/A
<u>915-48</u>	Graphic Arts Services (Not Printing)	N/A
<u>915-49</u>	High Volume, Telephone Call Answering Services (See 915-05 for Low Volume Services)	N/A
<u>915-51</u>	Information Highway Electronic Services (Internet, World Wide Web, Virtual Tours to Include Construction Renderings, etc.)	N/A
<u>915-52</u>	Journalistic Services (Includes Page Print Services)	N/A
<u>915-57</u>	Mailing/Postage and Shipping Services, Electronic	N/A
<u>915-58</u>	Mailing Services (Includes, Addressing, Collating, Packaging, Sorting and Delivery)	N/A

<u>915-59</u>	Mail Services, Express	N/A
<u>915-60</u>	Magazine Distribution Services	N/A
<u>915-64</u>	Media Clippings, Outtakes, Critiques, Summaries, Legislative Bill Tracking Services, etc. (Incl. State, Local, Out-of-State and International)	N/A
<u>915-65</u>	Photographs, Includes Reprinting and Usage	N/A
<u>915-67</u>	Monitoring Services, Critical Equipment and Site, Wireless, Web-based	N/A
<u>915-68</u>	Microfiche/Microfilming Services	N/A
<u>915-69</u>	Motion Picture Production and Distribution Services	N/A
<u>915-70</u>	Monitoring Services: Parolee, Patient, Convict, etc.	N/A
<u>915-71</u>	Newspaper and Publication Advertising	N/A
<u>915-72</u>	Photography (Not Including Aerial Photography)	N/A
<u>915-73</u>	Public Information Services (Incl. Press Releases)	N/A
<u>915-74</u>	Radio Commercial Production	N/A
<u>915-75</u>	Telephone Services, Cellular	N/A
<u>915-76</u>	Telephone Services Includes Installation, Moves, Changes, Adds, Programming, Removal, Training, etc. (To Include Pay Telephones)	N/A
<u>915-77</u>	Telephone Services, Long Distance and Local (Including 800, Telex, Watts Services, and Offender Telephone Systems)	N/A
<u>915-78</u>	Television Commercial Production	N/A
<u>915-79</u>	Telecommunication Services (Not Otherwise Classified)	N/A
<u>915-80</u>	Typing and Word Processing	N/A
<u>915-81</u>	Telegram/Telegraph Services	N/A
<u>915-82</u>	Video Production	N/A
<u>915-83</u>	Television Services, Satellite	N/A
<u>915-84</u>	Video Recording	N/A
<u>915-85</u>	Telecommunication Relay Services (Text Telephone (TTY); Text-To-Voice; Voice Carry Over (VCO); Hearing Carry Over (HCO); Speech-To-Speech Relay; Video Relay; Spanish Relay; 7-1-1 Access to TRS)	N/A
<u>915-90</u>	Video Media Duplicating and Production Services (Including CD ROMs, Tapes, etc.)	N/A
<u>915-93</u>	Voice Mail Services	N/A
<u>915-95</u>	Warning System Services, Citizen	N/A
<u>915-96</u>	Web Page Design, Management and Maintenance Services	N/A
<u>915-97</u>	Wiring Services, Data/Voice	

(B) a political subdivision of the state, including a municipality, a county, or any kind of district.

(2) "Governmental representative" includes an officer, employee, or agent of a governmental entity.

(3) "Notice" means any matter, including a proclamation or advertisement, required or authorized by law to be published in a newspaper by a governmental entity or representative.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.042. APPLICABILITY OF SUBCHAPTER. (a) This subchapter applies only to the extent that the general or special law requiring or authorizing the publication of a notice in a newspaper by a governmental entity or representative does not specify the manner of the publication, including the number of times that the notice is required to be published and the period during which the notice is required to be published.

(b) This subchapter does not apply to the publication of a citation that relates to a civil suit and to which the Texas Rules of Civil Procedure apply.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.043. PUBLICATION IN AT LEAST ONE ISSUE REQUIRED. Except as provided by Section 2051.046(b) or 2051.048(d), a notice shall be published in at least one issue of a newspaper.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.044. TYPE OF NEWSPAPER REQUIRED. (a) The newspaper in which a notice is published must:

(1) devote not less than 25 percent of its total column lineage to general interest items;

(2) be published at least once each week;

(3) be entered as second-class postal matter in the county where published; and

(4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

(b) A weekly newspaper has been published regularly and continuously under Subsection (a) if the newspaper omits not more than two issues in the 12-month period.

(c) This section does not apply to the publication of a notice to which Section 2051.0441 applies.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 2003, 78th Leg., ch. 1130, Sec. 1, eff. June 20, 2003.

Sec. 2051.0441. TYPE OF NEWSPAPER REQUIRED FOR PUBLICATION IN CERTAIN COUNTIES. (a) This section applies only to a notice published by a governmental entity or representative in a county:

(1) with a population of at least 30,000 and not more than 36,000 that borders the Red River; or

(2) that does not have a newspaper described by Section 2051.044 published in the county.

(b) The newspaper in which a notice is published under this section must:

(1) devote not less than 20 percent of its total column lineage to general interest items;

(2) be published at least once each week;

(3) be entered as periodical postal matter in the county where published or have a mailed or delivered circulation of at least 51 percent of the residences in the county where published; and

(4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

(c) A weekly newspaper has been published regularly and continuously under Subsection (b) if the newspaper omits not more than two issues in the 12-month period.

Added by Acts 2003, 78th Leg., ch. 1130, Sec. 2, eff. June 20, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 768, Sec. 1, eff. June 17, 2011.

[REDACTED]

Zimbra

elena.gomez@co.hidalgo.tx.us

corrections on commodity codes

From : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Wed, Feb 05, 2014 03:08 PM

Subject : corrections on commodity codes**To :** Elizabeth Cano

<elizabeth.cano@auditor.co.hidalgo.tx.us>, Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Cc : Lupita Garza <lupita.garza@auditor.co.hidalgo.tx.us>

Good Afternoon,

Please correct the following PO's with the correct commodity code for 2014:

702442---915-02

702443---915-02

702412---915-02

702859---915-71

703108---915-02

702876---915-02

702877---915-02

703437---915-02

Thank you,

Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

Commodity Report for Object Code 540 YR 2014

commodity	req	po	dept	ext cost	vend name	description		
1	91571	915-02	00248760	702442	SO	1000.00	AIM MEDIA TEXAS OPERATING, LLC	BLANKET PURCHASE ORDER for adv. Of HCSO ABANDONED AND UNCLAIMED PROPERTY AND ANIMAL LIVESTOCK.
2	91571	915-02	00248763	702443	SO	3000.00	AIM MEDIA TEXAS OPERATING, LLC	BLANKET PURCHASE ORDER FOR ADVERTISEMENT FOR HCSO AND ADULT DETENTION BIDS.
3	91571		00248766	702444	SO	3000.00	AIM MEDIA TEXAS OPERATING, LLC	BLANKET PURCHASE ORDER FOR ADVERTISEMENT OF HIDALGO COUNTY SHERIFF'S OFFICE ACADEMY CLASSES.
4	91503	905-02	00248786	702412	DA	100000.00	AIM MEDIA TEXAS OPERATING, LLC	BLANKET PO FOR ADVERTISING
5	91571		00248848	702862	TAX	100.00	VALLEY TOWN CRIER	OPEN PO FOR ADVERTISING FOR THE TAX OFFICE
6	91571		00248850	702860	TAX	100.00	THE MERCEDES ENTERPRISE	OPEN PO FOR ADVERTISING AT THE TAX OFFICE
7	99039	915.71	00248853	702859	TAX	100.00	THE EDINBURG REVIEW	OPEN PO FOR ADVERTISING AT THE TAX OFFICE
8	91571		00248858	702849	TAX	100.00	MISSION PUBLISHING CO., INC	OPEN PO FOR ADVERTISING AT THE TAX OFFICE
9	91571		00248862	702834	TAX	200.00	EL MANANA	OPEN PO FOR THE ADVERTISING AT THE TAX OFFICE
10	91571		00248864	702817	TAX	100.00	ADVANCE PUBLISHING CO.	OPEN PO FOR ADVERTISING AT THE TAX OFFICE
11	91571		00248870	702672	TAX	995.00	AIM MEDIA TEXAS OPERATING, LLC	OPEN PO FOR ADVERTISING AT THE TAX OFFICE
12	91571	915-02	00248917	703108	AUDITOR'S	297.68	AIM MEDIA TEXAS OPERATING, LLC	TO ADVERTISE LEGAL ADS, SUCH AS, THE ANNOUNCEMENT OF PUBLIC HEARINGS
13	91571	915-02	00248917	703108	AUDITOR'S	2699.60	AIM MEDIA TEXAS OPERATING, LLC	TO ADVERTISE LEGAL ADS, SUCH AS, THE ANNOUNCEMENT OF UNAUDITED STATEMENTS
14	91571		00248937	703109	AUDITOR'S	1936.40	AIM MEDIA TEXAS OPERATING, LLC	EMPLOYMENT
15	91502		00248947	702413	PURCHASING	30000.00	AIM MEDIA TEXAS OPERATING, LLC	Open Purchase for the year 2014 fro Advertising (Notice of Bid Solicitation)
16	91502		00249170	702597	HEALTH	3000.00	AIM MEDIA TEXAS OPERATING, LLC	FOR VARIOUS ADVERTISING (NOTICE OF BID) OPTION TO INCREASE OR DECREASE DUE TO BID SOLICITATIONS
17	91502		00250684	703575	PCT 1	1500.00	AIM MEDIA TEXAS OPERATING, LLC	OPEN PO FOR CLASSIFIED ADVERTISEMENT ON AN AS NEEDED BASIS.
18	91571		00250314	703438	PCT 2	663.30	AIM MEDIA TEXAS OPERATING, LLC	NEWSPAPER PUBLISHING FOR PCT. 2 COMMUNITY MEETING TO BE HELD IN MCALLEN, TX ON JANUARY 23, 2014
19	91573		00249230	703177	PCT 2	1134.00	ADVANCE PUBLISHING CO.	NEWSPAPER PUBLISHING ON JAN. 8,15, & 22 2014 ABOUT PCT. 2 NEIGHBORHOOD & COMMUNITY meeting 1/2pg
20	91502		00249443	702788	PCT 3	1000.00	AIM MEDIA TEXAS OPERATING, LLC	Open Purchase Order ofr Advertising as needed
21	91503	915-02	00249649	702876	ELECTIONS	347.65	AIM MEDIA TEXAS OPERATING, LLC	LOGIC & ACCURACY TEST, PUBLIC NOTICE- WILL BE USED FOR REPUBLICAN & DEMOCRATIC PARTY PRIMARY ELECTIONS
22	91503	915-02	00249654	702877	ELECTIONS	259.75	AIM MEDIA TEXAS OPERATING, LLC	LOGIC & ACCURACY TEST PUBLIC NOTICE; of the automactic tabulation equipment that will be used for the republican & democratic Primary El
23	95650		00249810	702997	HEALTH	141.00	AIM MEDIA TEXAS OPERATING, LLC	1 YEAR NEWSPAPER SUBSCRIPTION
24	91571	915-02	00250231	703437	HR	1610.00	AIM MEDIA TEXAS OPERATING, LLC	7 month vacany announcement (January thru July 2014) NIGP Code 915-71

153284.38

COMMODITY CODES

915-71	NEWSPAPER AND PUBLICATION ADVERTISING
915-03	ADVERTISING/PUBLIC RELATIONS (INCL. SKYWRITING
915-02	ADVERTISING (INCLUDING NOTICE OF BID SOLICITATION, STATUTORY NOTICES
915-73	PUBLIC INFORMATION SERVICES (INCL. PRESS RELEASES
990-39	Emergency Systems Monitoring Service to include Alarms and Operational Readiness Reporting
956-50	NEWSPAPER SUBSCRIPTIONS

	Have	Should be
915-71	15,801.98	7294.70
915-03	100,607.40	0.00
915-02	35,500.00	144714.68
915-73	1134.00	1134.00
990-39	100.00	0.00
956-50	141.00	141.00
	153,284.38	153,284.38

**MEMORANDUM
SOLE SOURCE DECLARATION**

“ORDER”

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: February 18, 2014

Re: “Sole Source Declaration” - The Monitor

Hidalgo County through statutes/codes and/or other legal obligations require the publication of procurement solicitation ads as well as assorted/numerous legal administrative notices.

These solicitations and/or notices require that the newspaper comply with Texas Government Code 2051.044 and/or Texas Local Government Code 262.025 including, but not limited to, the following:

- a. comply with the definition approved by HCCC of newspaper of “general circulation”;
- b. have a county-wide circulation/coverage;
- c. publish daily;
- d. been in continuous circulation at least 12 months...;
- e. devote not less that 25% of total column lineage to general interest items; and,
- f. entered as second-class postal matter in the county published;
- g. have an accessible web-page.

The Monitor complies with the requirements described herein and further is the only/sole newspaper in the County to do so.

TEX LG. CODE ANN. § 262.025 : Texas Statutes - Section 262.025: COMPETITIVE BIDDING NOTICE

Search TEX LG. CODE ANN. § 262.025 : Texas Statutes - Section 262.025: COMPETITIVE BIDDING NOTICE

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitution of which the governing body is the commissioners court may require that a minimum of 25 percent of the work be performed by the bidder and, notwithstanding any other law to the contrary, may establish financial criteria for the surety companies that provide payment and performance bonds.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1019, Sec. 1, eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 669, Sec. 78, eff. Sept. 1, 2001.

The results of a survey that was taken back in June 2012

Q's & A's from vendors		
The Monitor	The Advance	Valley Town Crier
1. What is the cost of your newspaper?		
Single daily .75	18.00 per year	0.00
Sunday 1.50		
Home delivery 17.33 mthly	.35 @ Newsstands	
208.00 Yrly (7 days a week)		
2. Where are the locations/cities that your company delivers to County Wide?		
McAllen, Alamo, donna, Edcouch, Edinburg, Elsa, La Grulla, Harlingen, Hidalgo, la Blanca, La Joya, La Villa, Cueviatas, Mercedes, Mission, Penitas, Pharr, Port Isabel,, Progreso, Rio Grande City, Roma Garybill, San Juan, Sullivan City, Weslaco, South Padre Island.	City of McAllen, City of Pharr, City of San Juan, City of Alamo, PSJA ISD, City of Donna, Donna ISD, and Hidalgo County Clerk's Office	Edinburg, McAllen, Hidalgo, Pharr, Mission, La Joya, Palmview, San Juan, Part of Donna & Alton
3. How many mail (to post office) subscribers do you have?		
197 Daily Subscribers	126 locations –	0.00
200 Sunday Subscribers		
4. How many printed on a daily, weekly basis?		
M-Saturday 29, 000 22,000 home delivery (school, hospitals, diff. entities) don't come back <i>20 % not sold</i> M- F 6,000 copies (machine, stores, vendors etc)	from 8,000 to 9,700 weekly	
Sunday 39, 000 <i>20 % not sold</i> Sunday 3,000 copies (machine, stores, vendors etc)		
5. What is the cost to the mail subscribers?		
21.50 per month daily & 14.50 for Sunday delivery	No response	N/A
6. Hidalgo County needs documentation confirming the second-class postal matter designation, can you proved that?		
Yes- This info is posted daily with our subscription rates on the 2 nd pg on the lower left hand corner	Yes	N/A
7. Is your newspaper a Community Circulation or General Circulation?		

General	General	Community
8. How can Hidalgo County get copies of the Legal Ads?		
The Monitor provides a publisher's affidavit w the clipping of the notice	delivery from the company free of charge	Request tear sheet
9. How can vendors get information of the Legal Ads?		
They may purchase a newspaper or go online www.themonitor.com	Vendor must comp them a subscription	Request tear sheet
10. Is your newspaper/circular offered online?		
Yes	As per The Advance News yes, but after several attempts the Purchasing dept has not been able to log on to their web page (not working) as of 01/31/14	Yes
11. Can you send us the Legal Rates for such services that we are requiring (Legal Ad Notices)?		
14.65 per column daily rate 18.14 per column Sunday rates online posting 30.00 per day	8.00 per column	Depends on how large the ad is and upon request
12. What percent of your newspaper are ads and what percent are stories?		
40% advertising – 60 % editorial	25% News 75 % ads	25% Education 75 % ads
13. Does your newspaper publish daily or weekly, which day of the week?		
7 days a week	Once a week – Wednesday's	Once a week- Wednesday's (delivered house to house only)
14. Can you show us your postal matters?		
Registration # USPS 594-160 (ISSN8750524S)	Yes, (USPS 433-950)	yes

AI-43155

Purchasing Department 17. A. 4.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Valde Guerra, HC Exec. Ofc. Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements under Tx Local Gov't Code, Ch/Sect, 262.024(a)(4), a professional service;

B. Acceptance and approval of a letter of engagement with the Espinoza Law Firm for the provision of legal services for the Hidalgo County Civil Service Commission with a term of two (2) years with Hidalgo County's sole option to renew/extend for an additional two (2), one (1) year terms under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-50-190-001-0-333

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/13/14.

Attachments

Letter of Engagement for Legal Services for HC-Civil Serv

Mercedes Espinosa-Resume

Pilar Espinosa-Resume

INSURANCE

EXEMPTION 262.024

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/13/2014 04:25 PM
Budget & Management	Debbie Tamez	02/13/2014 04:30 PM
Glinda Pacheco	Glinda Pacheco	02/13/2014 05:04 PM
Auditor's Office	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Marty Salazar		Started On: 02/12/2014 02:14 PM
	Final Approval Date: 02/14/2014	

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

February _____, 2014

This letter of engagement for Legal Services (the "Agreement") is entered into effective as of _____ 2014 (the "Effective Date"), by and among the County of Hidalgo, Texas (the "County") and Espinosa Law Firm, L.L.C. (Attorneys).

WHEREAS, the Hidalgo County Civil Service Commission (the "Commission") has requested that the County, pursuant to Section 158.011, Texas Local Government Code, contract with licensed Texas attorneys to provide legal services to the Commission;

WHEREAS, the County has determined that the Attorneys have demonstrated competence to perform the services for fair and reasonable fees and the County has no objection to the Attorney's appointment as legal counsel for the Commission.

The terms and conditions of our engagement are as follows:

1. Our fees for legal services are based primarily on the hourly rates for each lawyer and legal assistant at the time the services are rendered. Our current rates for governmental entities are \$165 per hour for lawyers and \$60 per hour for legal assistants. The hourly rate is prorated for any portion of an hour based on "tenths of an hour." Attorneys may charge for time spent on Commission business, including, but not limited to, attendance at Commission meetings, conferences with individual Commission members, conferences with third parties, conferences with County staff or their representatives, preparation for meetings, research, rule development and analysis, and correspondence. The Attorneys will be reimbursed for reasonable expenses incurred during the course of Attorney's legal representation of the Commission, including but not limited to, outgoing and incoming faxes, postage, copying costs, long distance telephone charges and mileage. See the attached fee schedule (Exhibit "A").
2. The scope of legal representation includes, but is not necessarily limited to, the following:
 - a) Advice regarding statutes, case law and regulations affecting the Commission and the Commission's responsibilities and powers under Subchapter A, Chapter 158, Texas Local Government Code;
 - b) Advice regarding Commission rules, and development of Commission rules;
 - c) Conferences with Commission members, County staff and third parties as needed;
 - d) Attendance and preparation for Commission meetings and workshops;
 - e) Advice to Commission regarding meetings, hearings and other matters pending before the Commission;

- f) Other matters relating to the selection of County employees and the procedural and substantive rights, advancement, benefits, and working conditions of County employees;
- g) Other Civil Service Commission business deemed necessary by the Commission, Commissioners Court or County officials.

The County will pay Attorneys for the actual time spent on the scope of legal representation identified herein each month for services actually performed during the month.

2. It is our policy to invoice clients monthly for fees and out-of-pocket expenses. Each lawyer and legal assistant records the time required to perform services, and these time records are the basis for the invoice. These bills will generally describe services performed and the expenses incurred. Because of the detailed nature of our statements, our clients do not usually have any questions about them. However, if any question should arise, please call us promptly so we can discuss the matter.

3. We will be entitled to receive compensation from the County for all services rendered and all disbursements made, under the provisions of this agreement, up to the time of expiration or termination.

4. Although the Attorneys do not expect any conflicts to arise during Attorneys' representation of the Commission, Attorneys reserve the right to withdraw from representation of the Commission should any of the following occur:

- a) Nonpayment of fee statement and/or serious past due accounts;
- b) Resistance or refusal by the Commission to provide assistance to Attorneys in the performance of Attorneys' legal representation of the Commission;
- c) In the Attorneys opinion, a conflict of interest arises during the legal representation which is/was not apparent at the outset of the legal representation; or
- d) Any other situation, which compromises the Attorneys' ability to represent the Commission in a legal matter and/or compromises legal and ethical obligation to the State of Bar of Texas in general.

5. Circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as in the instances referred to above, we will cooperate in the transfer of the matter to other counsel of your choice.

6. Subject to any requirement for prior authorization by the County, Attorneys may request that other legal counsel assist Attorneys in fulfilling its legal obligations to the County.

7. This Agreement is for a two (2) year term from the Effective Date with the County's option to renew and extend for two (2) additional one (1) year terms under the same rates and

terms described herein.

8. Upon termination of our services, it is the responsibility of the County to request any documents from our files. We will retain documents for five (5) years and then destroy them in accordance with our record-retention policy then in effect.

Executed and effective as of the Effective Date.

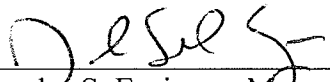
HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

ESPINOSA LAW FIRM, LLC

By: 
Mercedes S. Espinosa, Manager

Date: 2-11-14

EXHIBIT "A"

PROPOSED LEGAL SERVICES RATE STRUCTURE
HIDALGO COUNTY
GOVERNMENT RATE

ESPINOSA LAW FIRM, L.L.C.
4300 N. McColl Road
McAllen, Texas 78504
956/686-6490 (Telephone)
956/686-6491 (Fax)

ATTORNEY, PARTNER.....	\$165.00/hour
ATTORNEY, ASSOCIATE.....	\$145.00/hour
LEGAL ASSISTANT.....	\$60.00/hour
OFFICE STAFF/SPECIAL PROJECTS.....	\$50.00/hour

MERCEDES SALINAS ESPINOSA

4300 N. McColl Road
McAllen, Texas 78504
956.686.6490

EDUCATION

- 2003 Saint Mary's University School of Law, San Antonio
Juris Doctor Texas Bar No. 24041851
- 1999 Texas A&M University, Corpus Christi
Master of Public Administration
- 1989 Texas A&M University, College Station
Bachelor of Arts – Journalism/English

WORK EXPERIENCE

ESPINOSA LAW FIRM, L.L.C., MCALLEN, TEXAS

2010 – Present, Manager/Partner

Practice includes general administrative law, family law, corporate business transactions, contracts, technical research, employment law and real estate. Serve as general counsel to the Hidalgo County Civil Service Commission (2010-present), a neutral board overseeing grievances and complaints of County employees. Create internal policies for businesses. Negotiate contracts on behalf of clients. Serve as office manager.

ATLAS, HALL AND RODRIGUEZ L.L.P., MCALLEN, TEXAS

2003 – 2010, Associate Attorney

Practice included counseling public sector clients in legislative matters, general administrative law, procurement processes, contracts and statutory compliance. Areas of concentration include administrative law (i.e. county and city government, public and charter schools, state and federal agencies, etc.) business formation, employment law and contracts. Conduct real estate closings for public sector land acquisitions and conduct public policy analyses on various issues. Prepare legal memoranda, draft contracts, conduct technical research and attend public meetings as legal counsel.

OFFICE OF THE ATTORNEY GENERAL, SAN ANTONIO, TEXAS

2001 - Summer, Law Clerk

Conducted extensive research in matters pertaining to deceptive trade practices and consumer law. Reviewed evidence on statewide cases; conducted mediations; conducted client interviews, and participated in pre-trial work.

STATE OF TEXAS - TEXAS COMMISSION OF ENVIRONMENTAL QUALITY

Corpus Christi, Texas & Austin, Texas

October 1994-August 2000, Program Director & Storm Water Permit Writer

(1997 - 2000) Research Specialist and Storm Water Permit Writer (Corpus Christi). Served as research specialist and public relations contact for Corpus Christi Bays and Estuaries Program. Reviewed technical scientific studies and translated into lay terms. Served as staff liaison for various stakeholder groups, including industry, local governments, private citizens and small businesses regarding the impact of proposed regional strategies for bays and estuarine management.

(1994 – 1996) Clean Cities 2000 Director (Austin). Responsible for statewide municipal program pertaining to pollution prevention and waste reduction; worked extensively with public officials throughout Texas. Responsible for public works grant programs and the promotion of solid waste reduction programs through various media (print, TV, radio, etc.); extensive travel making targeted technical assistance presentations to municipalities and interest groups.

CITY OF CORPUS CHRISTI, TEXAS

Corpus Christi, Texas

May 1989 - September 1994 Assistant to Mayor &

Assistant to Director of Public Works & Utilities

(1993 – 1994) Assistant to Director of Public Works & Utilities. Responsible for various administrative duties pertaining to water, wastewater, natural gas, solid waste, air quality and storm water. Researched legislative affects various public works and utilities; responsible for entire coordination and preparation of City’s municipal separate storm sewer system (MS4) permit application for EPA; negotiated all aspects of it with City departments and EPA representatives.

(1989 – 1992) Mayor’s Assistant. Responsible for effective operation of mayor’s office; oversaw budget and media relations. Prepared correspondence on mayor’s behalf; addressed media, constituents and city departments on various citywide issues; served as Mayor’s representative on various boards and commissions.

CERTIFIED MEDIATOR

Trained - Saint Mary’s School of Law, 2002

MEMBERSHIPS

Leadership McAllen XXVII (2007-2008)

State Bar of Texas

Hidalgo County Bar Association

BOARDS & COMMISSIONS

City of McAllen Housing and Finance Corporation (2008-2013)

Our Lady of Sorrows School Council (2010-2013)

Capital Campaign Committee (Our Lady of Sorrows Church)

Ms. Espinosa was born and raised in Roma, Texas

PILAR V. ESPINOSA

4300 N. McColl Road
McAllen, Texas 78504
956.686.6490

EDUCATION

- 2004 Saint Mary's University School of Law, San Antonio
Juris Doctor Texas Bar No. 24048456
- 1998 University of Phoenix
Master of Business Administration
- 1989 University of Texas San Antonio
Bachelor of Science - Business Administration

WORK EXPERIENCE

ESPINOSA LAW FIRM, L.L.C., MCALLEN, TEXAS

2010 – Present, Manager/Partner

Practice includes general employment law, administrative law, family law, criminal law, contracts, technical research and complex business litigation.

HIDALGO COUNTY – PUBLIC DEFENDER'S OFFICE, EDINBURG, TEXAS

2003 – 2008, Associate Attorney

Represented indigent clients, conducted research and litigated cases on client's behalf.

MONTALVO & RAMIREZ, L.L.P., MCALLEN, TEXAS

October 1994-August 200, Attorney

Practice consisted of litigation in construction law and other general civil practice areas, including various municipalities and school districts.

MEMBERSHIPS

Phi Delta Phi
State Bar of Texas
Hidalgo County Bar Association
Knights of Columbus (2nd degree knight – Our Lady of Sorrows Catholic Church)

BOARDS & COMMISSIONS

Quinta Mazatlan, Board Member (2008-2014)
Hidalgo County Bar Association (Former Chair – Criminal Section)
City of McAllen Foresight Committee (2008)

Mr. Espinosa was born in San Benito, Texas and raised in Harlingen, Texas



Daniels-Head
Insurance
Agency

1001 S. Capital of Texas Hwy, Suite M100 • West Lake Hills, TX • 78746
P.O. Box 160730 • Austin, TX • 78716-0730
Ph: 800.950.0551 Fax: 877.839.6107
www.dhia.com

November 18, 2013

Mr. Pilar Espinosa
ESPINOSA LAW FIRM, L.L.C.
Post Office Box 720408
McAllen, TX 78504

RE: Lawyers Professional Liability Insurance
National Liability & Fire Insurance Company

Dear Mr. Espinosa:

We are pleased to attach your policy issued by National Liability & Fire Insurance Company. Your policy was issued as follows:

- Policy Number: 73LPL102082
- Effective Date: November 12, 2013
- Limits of Liability: \$1,000,000/\$1,000,000
- Per Claim Deductible: \$5,000
- Prior Acts Coverage: Back to November 12, 2009, but limited to work performed on behalf of the Named Insured
- Premium: \$3,826

This policy has been issued at your request, based upon the terms and conditions detailed in the quotation previously provided. We consider it your obligation to read the policy and endorsements (refer to the policy for a list of endorsements). Please contact our office immediately if there are any aspects of the policy that require further clarification or if you feel the coverage does not meet the needs of your firm.

Please note that in an effort to improve the speed and efficiency of the delivery of your policy, this electronic copy is the only version that will be sent to your office unless otherwise requested.

Thank you for the opportunity to be of service. Please contact us if we may be of further assistance.

Respectfully,

Julie A. Houck
JH/rld
jah57@dhiatx.com

7/06/2014

TEXAS PERSONAL AUTO POLICY

AMENDED DECLARATIONS PAGE



GERMANIA SELECT INSURANCE CO
 PO BOX 645
 BRENHAM TX 77834-0645

INSURED: 000048576950 PH 956-688-5717
 PILAR V ESPINOSA
 MERCEDES S ESPINOSA
 204 E KIWI ST
 MCALLEN TX 78504-2052

POLICY NUMBER POLICY PERIOD 12:01AM STANDARD TIME
 4 304 3258791 at the address of the named insured as stated herein.
 7/06/2013 TO 7/06/2014

00038608918
 0

PILAR V ESPINOSA
 MERCEDES S ESPINOSA
 204 E KIWI ST
 MCALLEN TX 78504-2052

AGENT: 491 PH 956 631-1911
 SAFEGUARD INSURANCE AGENCY
 3329 N MCCOLL RD
 MCALLEN TX 78501-5536

AMENDED: 07/06/2013

Description of auto or trailer

The Auto(s) or Trailer(s) described in this policy is principally garaged at the above address unless otherwise stated.

Car	Year Mod	Trade Name	Identification Number	SYM	COL	Terr.	Class	List Price	Driving Credit Discount	Passive Restraint Discount	Anti-Theft Discount
01	2006	TOYT AVAL	4T1BK36B86U095367	17	17	57	1B			YES	
02	2004	HOND PILO	2HKYF18594H592255	11	11	57	1B			YES	

Any loss under part D is payable as interest may appear to the named insured and

Car	Lien Holder or Co-Title Holder*	Address
01	CORPUS CHRISTI CITY EMPLOYEES	2140 GOLLTHAR RD; CORPUS CHRISTI, TX 78416-1144
02	AMERICAN HONDA FINANCE CORPORA	PO BOX 168008; IRVING, TX 75016-8008

Form numbers of endorsements attached to policy at date of issue: 573A, E551, E593E, 565

01 523C, E510A, E530A
 02 523C, E510A, E530A

ANTI-LOCK BRAKE DISCOUNT

Coverage is provided where a premium and a limit of liability are shown for the coverage.

Coverages	A-Liability Coverage		B-Coverage		C-Uninsured/Underinsured Motorist Coverage (\$250 Deductible Applicable to P.D. Liability)			END. 524 TOWING AND LABOR COST	D-Coverage for Damage to Your Auto				Total Premium Dollars
	COMBINED SINGLE LIMIT		1 Med Pay	2 PIP	BODILY INJURY & PROPERTY DAMAGE				1 Other Than Collision		Collision		
	EACH ACCIDENT		Dollars Each Person	EACH PERSON EACH ACCIDENT EACH ACCIDENT			Per Disablement		END. 522-Specified Perils		END. 522-Collision		
Limits of Liability	01	500,000	210,000	30,000/60,000/25,000			40	1	\$1000		\$1000		
	02	500,000	210,000	30,000/60,000/25,000			40	1	\$1000		\$1000		
Premium	01	323.00	84.00	43.00	37.00	1.00			136.00		205.00		829.00
	02	323.00	81.00	42.00	37.00	1.00			90.00		138.00		712.00

Drivers listed:

01 PILAR V ESPINOSA
 02 MERCEDES M SALINAS

Return Premium 243.00-

Premium Subtotal..... 1,541.00
 Additional Endorsements Total..... 63.00
 Total Premium..... 1,604.00
 State Fee (ABTPA)..... 4.00
 Total Amount Due..... 1,608.00

By SAFEGUARD INSURANCE AGENCY

Authorized Representative

510A. ADDITIONAL INSURED - LESSOR

This endorsement forms a part of Policy No. _____ issued to _____
by the _____ at its Agency
(Name of Insurance Company)
located (city and state) _____ and is effective from _____
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Insurance Company	GERMANIA SELECT INSURANCE CO		
Policy Number	4 304	003258791	
Effective Date	7/06/2013	Expiration Date	7/06/2014
Named Insured	PILAR V ESPINOSA MERCEDES S ESPINOSA		
Address	204 E KIWI ST MCALLEN TX 78504-2052		
Additional Insured (Lessor)	HIDALGO COUNTY		
Description of your leased auto:	2004 HOND PILO		
Coverages:			
(a) Single Limit Liability		\$ 500,000	each accident
or			
(b) Bodily Injury Liability		\$ _____	each person
		\$ _____	each accident
Property Damage Liability		\$ _____	each accident
(Enter "X" to indicate Damage to Your Auto Coverage provided)			
		Actual Cash Value or	
[X] Collision Loss	\$ _____ less	\$ 1000	deductible
		Actual Cash Value or	
[X] Other Than Collision Loss	\$ _____ less	\$ 1000	deductible
[]			

By _____
(Duly Authorized Representative)

510A. ADDITIONAL INSURED - LESSOR

This endorsement forms a part of Policy No. _____ issued to _____

by the _____ at its Agency
(Name of Insurance Company)

located (city and state) _____ and is effective from _____
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Insurance Company	<u>GERMANIA SELECT INSURANCE CO</u>		
Policy Number	<u>4 304 003258791</u>		
Effective Date	<u>7/06/2013</u>	Expiration Date	<u>7/06/2014</u>
Named Insured	<u>PILAR V ESPINOSA</u> <u>MERCEDES S ESPINOSA</u>		
Address	<u>204 E KIWI ST</u> <u>MCALLEN TX 78504-2052</u>		
Additional Insured (Lessor)	<u>HIDALGO COUNTY</u>		
Description of your leased auto:	<u>2006 TOYT AVAL</u>		
Coverages:			
(a) Single Limit Liability		\$ <u>500,000</u>	each accident
or			
(b) Bodily Injury Liability		\$ _____	each person
		\$ _____	each accident
Property Damage Liability		\$ _____	each accident
(Enter "X" to indicate Damage to Your Auto Coverage provided)			
		Actual Cash Value or	
<input checked="" type="checkbox"/> Collision Loss	\$ _____ less	\$ <u>1000</u>	deductible
		Actual Cash Value or	
<input checked="" type="checkbox"/> Other Than Collision Loss	\$ _____ less	\$ <u>1000</u>	deductible
<input type="checkbox"/>			

By _____
(Duly Authorized Representative)

565. AUTO DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES

This endorsement forms a part of Policy No. _____ issued to _____
 by the _____ at its Agency
 (Name of Insurance Company)
 located (city and state) _____ and is effective from _____
 (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

We agree with you, subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

The insurance afforded is only for the coverage for which a specific premium charge is shown in the Schedule, and only for the person or persons named.

SCHEDULE

Coverages	Persons Named	Coverage Limit	Premium
A. Death Indemnity	PILAR V. ESPINOSA MERCEDES M. SALINAS	Principal Sum per Person \$ 10,000	\$ 9.00
B. Total Disability Maximum 200 Weeks		Weekly Indemnity \$60.	\$
		Total Premiums	\$ 9.00

Coverage A - Death Indemnity

We will pay the principal sum stated in the Schedule in the event of the death of the person which shall result directly and independently of all other causes from bodily injury caused by accident and sustained by the insured while occupying, or through being struck by, an auto, provided the death shall occur (1) within ninety days after the date of the accident, or (2) within fifty-two weeks after the date of the accident and during a period of continuous total disability of the person for which weekly indemnity is payable under the Total Disability Coverage.

(SEE REVERSE SIDE FOR FURTHER PROVISIONS)

By _____
 (Duly Authorized Representative)

523C. RENTAL REIMBURSEMENT COVERAGE

This endorsement forms a part of Policy No. _____ issued to _____

by the _____ at its Agency
(Name of Insurance Company)

located (city and state) _____ and is effective from _____
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Auto	Year	Vin	LIMITS OF RENTAL REIMBURSEMENT COVERAGE	Premium
1.	2006 TOYT AVAL	4T1BK36B86U095367	\$ 35/1050	\$ 27.00
2.	2004 HOND PILO	2HKYF18594H592255	\$ 35/1050	\$ 27.00
3.			\$ _____	\$ _____
4.			\$ _____	\$ _____

The provisions and exclusions that apply to Coverage For Damage To Your Auto also apply to this endorsement except as changed by this endorsement. No deductible applies to this coverage.

When there is a loss to your covered auto described in the Declarations or Schedule for which a specific premium charge indicates that Rental Reimbursement Coverage is afforded:

We will reimburse you for expenses you incur to rent a substitute auto. We will pay up to the limits described in the schedule. This coverage applies only if:

1. Your covered auto is withdrawn from use for more than 24 hours, and
2. The loss to your covered auto is covered under Coverage for Damage To Your Auto of this policy.

When there is a total theft of the auto, the limit of \$20 per day (maximum of \$600) provided under Coverage For Damage To Your Auto will be supplemented to the extent the limits in the above Schedule exceed that \$20 per day limit.

Our payment will be limited to that period of time reasonably required to repair or replace the auto.

By _____
(Duly Authorized Representative)

530A. LOSS PAYABLE CLAUSE

Loss or damage under Coverage for Damage to Your Auto shall be paid as interest may appear to you and the loss payee shown in the declarations. This insurance covering the interest of the loss payee shall not become invalid because of fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

We agree to make available to you an installment payment plan as described in Rule 14 of the Texas Automobile Rules and Rating Manual, except when an installment payment plan is prohibited by other rule or by statute.

NOTICE: A fee of \$ 4.00 is payable in addition to the premium due under this policy. This fee reimburses the insurer, as permitted by 28 TAC § 5.205, for the \$2.00 fee per motor vehicle year required to be paid to the Automobile Theft Prevention Fund under Texas Civil Statutes, Article 4413 (37), § 10, which became effective on June 6, 1991, and revised effective September 1, 2011.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

AI-42987

Purchasing Department 17. B. 1.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Hon. Tito Palacios, Pct. #2 **Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consideration and approval of Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No.1 for the purchase and authorized transfer and inclusion of an asset, an Excavator (2004 Volvo EC 330 Short Boom Excavator) to Hidalgo County Precinct No.2 inventory in the amount of \$47,996.80.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 14

ACCT. #: 4-1200-431-00-122-006-0-742

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

BUDGETARY IMPACT:

Reference AI-43196, the amount of the transfer is \$2,996.80.

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Roland Garcia	Rolando Garcia	02/13/2014 04:42 PM
Purchasing Department	Darlene Betancourt	02/14/2014 02:24 PM
Budget & Management	Debbie Tamez	02/14/2014 02:26 PM
Auditor's Office	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Rolando Garcia		Started On: 02/04/2014 09:48 AM
	Final Approval Date: 02/14/2014	

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS AGREEMENT is made effective the _____ day of _____, 2014, by and between HIDALGO COUNTY, hereinafter referred to as "County" and the Hidalgo County Drainage District No. 1, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the District has declared surplus that certain excavator described on Exhibit A attached hereto (the "Excavator");

WHEREAS, Section 49.226 of the Texas Water Code provides district property may be transferred to a county upon terms and conditions deemed necessary or advantageous to the district;

WHEREAS, Hidalgo County, Precinct 2 is desirous of acquiring the Excavator;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. The District shall transfer the Excavator to Hidalgo County for the benefit of Hidalgo County Precinct 2 for the sum of Forty Seven Thousand Nine Hundred and Ninety Six and 80/100ths Dollars \$47,996.80.
2. County shall be entitled to full title and all ownership interests in the Excavator.
3. At closing or delivery, the District shall deliver to County such titles, termination statements, bills of sale and other documents and instruments as County shall reasonably require to evidence the transfer of all right, title and interest of the District in such Excavator to the County free and clear of all liens and encumbrances created by or arising directly or indirectly through the District.
4. Except for representations, warranties and service contracts relating to the Excavator made or entered into by the manufacture or suppliers of the Excavator, all of which are hereby assigned to the County, (to the extent

assignable) the District has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Excavator for any particular purpose or the conformity of the Excavator to specifications or purchase order, its design, delivery, or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the County, at its sole expense.

5. Immediately, or as soon as practicable to provide time for testing, upon receipt of the Excavator, the County shall inspect the Excavator. Unless the County gives the District written notice of each defect or other proper objection to the Excavator before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between the County and the District, that the County has fully inspected and acknowledged that the Excavator is in good condition, and repair, and is performing satisfactorily, and that the County is satisfied with and has accepted the Excavator in such good condition and repair.
6. The Chairman of the Board of Directors of District and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.
7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.
8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.
10. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to District: Hidalgo County District No. 1
Attention: Chairman of the Board
900 N. Doolittle Road
Edinburg, Texas 78541

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

With copy to: Commissioner Hector "Tito" Palacios, Precinct No.2
300 W. Hall Acres, Suite G
Pharr, Texas 78577

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

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

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

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

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

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

17. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

**HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1**

Ramon Garcia, Chairperson, Board of
Directors

HIDALGO COUNTY

ATTEST:

Arturo Guajardo, County Clerk

Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

BY: _____
Stephen L. Crain

AI-43213

Purchasing Department 17. C. 1.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Martha L. Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Amendment No.1 to WA#1 (to clarify and correct Exhibit B-Scopes of Services, Task 2 No. 2-will not have a sub-consultant for this project and correction to the Work Schedule with correct timeline) in connection to Agreement (C-13-132-06-25) with LeFevre Engineering & Management Consulting, LLC for the purposes of "job specific" PROJECT: Sunflower Road Park Project Ph I located within Hidalgo County Precinct No. 4.

b. Acceptance and approval of Amendment No.1 to WA#1 (to clarify and correct Exhibit D-Cost Proposal and to engage Rio Delta Surveying for sub-consulting services under Article 14 in connection to Agreement (C-13-132-06-25) with Perez Consulting Engineer, LLC for the purposes of "job specific" PROJECT: Curry Estates Drainage Improvements, located within Hidalgo County Precinct No. 4.

BACKGROUND

acct# 3-1336-431-00-124-132-0-739

acct# 3-1336-431-00-124-052-0-733

Attachments

1

2

Form Review

Inbox
Auditor's Office

Reviewed By
Monica Badillo

Date
02/14/2014 04:27 PM
Started On: 02/14/2014 04:06 PM

Form Started By: Letty Saenz

Final Approval Date: 02/14/2014

EXHIBIT E
-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-132-06-25
Work Authorization Form

Amendment to
WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, LLC**, professional engineers of **McAllen, Texas**, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Sunflower Road Park Project Phase I Project. Engineering Services to be included are design of Offsite lift station, sewer lines, manholes, and forcemain, drainage improvements, site work and grading, preparation of plans and specifications for construction of the aforementioned project.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$ 89,270.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 6.1** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 3-1336-431-00-124-132-0-739

Requisition Number 238895 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

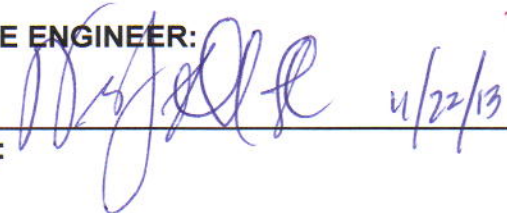
Acknowledgement and confirmation by **Hidalgo County Precinct #4**, Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. ____.**

HIDALGO COUNTY PRECINCT No. 4

BY: _____
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2013.

THE ENGINEER:
 4/22/13
By: _____

THE OWNER:
HIDALGO COUNTY
By: **Ramon Garcia, County Judge**

ATTEST:

By: **Arturo Guajardo, Jr., County Clerk**

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

November 21, 2013

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 F(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

Re: Amendment for Professional Engineering Services Agreement with LeFevre Engineering & Management Consulting, LLC (LEMC) for the Purposes of Sunflower Road Park PH 1 Project

Dear Ms. Saenz:

LEMC is requesting that the Professional Engineering Services contract approved by Hidalgo County Commissioner's Court on June 25, 2013, for the aforementioned project be amended. In Exhibit B, Scope of Services to be provided by Engineer, Task 2, No. 2, states that, "LEMC will consult with sub-consultant for boundary and topographic survey...."

LEMC will not require a sub-consultant for this project.

Please call me if you should have any questions regarding this request.

Respectfully,
LeFevre Engineering & Management Consulting, LLC


Richard LeFevre, P.E.
President

cc: File

EXHIBIT E
-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-058-06-25
Work Authorization Form

Amendment NO. 1
to
WORK AUTHORIZATION NO. 1

THIS Amendment to the WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Perez Consulting Engineer, L.L.C., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Amendment to the Work Authorization is for the **Engineer** to provide a revised Project Schedule and to submit Subconsultant proposal for County Court Approval.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$ 16,780.00** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 3-1336-431-00-124-052-0-733

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4**, Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY PRECINCT No. 4

BY: _____
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2013.

THE ENGINEER:

Jorge Perez Consulting Engineers, LLC
d/b/a PEREZ CONSULTING ENGINEERS, L.L.C.

**THE OWNER:
HIDALGO COUNTY**

By:  _____
J. David Perez, P.E. Owner

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT D - COST PROPOSAL
Amendment No. 1

Curry Estates Drainage Improvements
BASIC CIVIL ENGINEERING DESIGN SERVICES COST PROPOSAL

TASK	PRINCIPAL \$170.00	ENGINEER \$105.00	ENGINEER (EIT) \$80.00	TECH \$65.00	CLERICAL \$55.00	ADMIN \$65.00	DIRECT SUB COSTS	TOTAL
1. PRELIMINARY PHASE:								
1. PRELIMINARY MEETINGS AND OBTAIN INFORMATION	1	2						\$380.00
2. TOPOGRAPHIC SURVEY	1	2		8			\$3,500.00	\$4,400.00
3. PREPARE BASE PLAN DRAWING		2		8				\$730.00
4. DRAINAGE CALCULATIONS	1	4		6				\$980.00
5. PRELIMINARY DESIGN LAYOUT	1	2		6				\$770.00
6. PRELIMINARY COST ESTIMATES (MATERIALS)		2			4	2		\$560.00
TOTAL PRELIMINARY PHASE								\$7,820.00
2. DESIGN PHASE								
1. PREPARATION OF FINAL PLANS	2	8	8	24				\$3,380.00
2. SPECIFICATIONS	1	2			8	6		\$1,210.00
TOTAL DESIGN PHASE								\$4,590.00
3. CONSTRUCTION PHASE								
1. CONSTRUCTION STAKING		2					\$2,500.00	\$2,710.00
2. SITE VISITS	2	8	6					\$1,660.00
TOTAL CONSTRUCTION PHASE								\$4,370.00
TOTAL CIVIL ENGINEERING BASIC SERVICES								\$16,780.00



RIO-DELTA SURVEYING
24593 FM 88
Monte Alto, Texas 78538
956-380-5154 956-380-5156 fax

Jorge D. Perez P.E., R.P.L.S.
Perez Consulting Engineers
808 Dallas Avenue
McAllen, Texas 78501

Re: Curry Estates Phase I & II

Mr. Perez:

After reviewing the survey requirements for the project in San Carlos, Texas, we are pleased to say we are more than qualified to provide our Professional Land Surveying services for your client.

The Scope of Services as we understand it is as follows:

- Provide Construction Staking for Drainage Improvements as per plans
- Provide Cut sheet for drainage improvements
- Mark Lathe with cut/fill for contractor

Our fee for this work is a lump sum fee of \$ 2500.00. We can begin this work as soon as given the notice to proceed

Thank you for your consideration and hope to work on this project in the near future.

Sincerely



Mario Gonzalez, RPLS

RIO-DELTA SURVEYING
24593 FM 88
Monte Alto, Texas 78538
956-380-5154 956-380-5156 fax

Jorge D. Perez P.E., R.P.L.S.
Perez Consulting Engineers
808 Dallas Avenue
McAllen, Texas 78501

Re: Curry Estates Phase I & II

Mr. Perez:

After reviewing the survey requirements for the project in San Carlos, Texas, we are pleased to say we are more than qualified to provide our Professional Land Surveying services for your client.

The Scope of Services as we understand it is as follows:

- Topographic Survey of dedicated public roads within the subdivisions
- Provide Cross-Section Elevations at Specified intervals
- Locate as many lot corners fronting streets to be used as Horizontal control
- Locate and survey all storm structures including the drain ditch on South Boundary line
- Provide Benchmarks
- Provide Cadd and Ascii files of our work.

Our fee for this work is a lump sum fee of \$ 3500.00.

Thank you for your consideration and hope to work on this project in the near future.

Sincerely



Mario Gonzalez, RPLS

AI-43211

Closed Session 19. C.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 04:01 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Monica Badillo		Started On: 02/14/2014 03:57 PM
	Final Approval Date: 02/14/2014	

AI-43111

Closed Session 19. D.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Diana Clark

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/11/2014 09:43 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Aida Alvarez		Started On: 02/10/2014 10:08 AM
	Final Approval Date: 02/14/2014	

AI-43169

Closed Session 19. E.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rene Rios

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 10:43 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Aida Alvarez		Started On: 02/13/2014 09:27 AM
	Final Approval Date: 02/14/2014	

AI-43175

Closed Session 19. F.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Clarissa Ruiz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 10:44 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Monica Badillo		Started On: 02/13/2014 10:21 AM
	Final Approval Date: 02/14/2014	

AI-43212

Open Session 20. C.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 04:01 PM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Monica Badillo		Started On: 02/14/2014 03:57 PM
	Final Approval Date: 02/14/2014	

AI-43112

Open Session 20. D.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Diana Clark

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/11/2014 09:43 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Aida Alvarez		Started On: 02/10/2014 10:09 AM
	Final Approval Date: 02/14/2014	

AI-43171

Open Session 20. E.

CC REGULAR

Meeting Date: 02/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rene Rios

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 10:44 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Aida Alvarez		Started On: 02/13/2014 09:28 AM
	Final Approval Date: 02/14/2014	

AI-43176

Open Session 20. F.

CC REGULAR

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Clarissa Ruiz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 10:44 AM
Purchasing Department	Monica Badillo	02/14/2014 04:27 PM
Form Started By: Monica Badillo		Started On: 02/13/2014 10:21 AM
	Final Approval Date: 02/14/2014	