AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 2, 2014
8:45 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **AI-43856** A. Acceptance of resignation from Hidalgo County Sheriff
B. Appointment of Interim Hidalgo County Sheriff

7. **County Judge's Office:**

A. **AI-43419** 1. Presentation by Andrew Canon on their 4th annual Walk N Rolla scheduled for Saturday, April 12, 2014.

2. Approval of Proclamation designating April 12, 2014 as South Texas Juvenile Diabetes Awareness Day.

B. **AI-43824** Proclamation Declaring April 2014 as Child Abuse Awareness and Prevention Month

C. **AI-43825** Resolution in Support of the inclusion of a High School level course in the study of Mexican-American History and Culture

8. **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-43857** Requesting permission by CASA of Hidalgo County, Inc. to use open forum area of the courthouse for Candlelight Vigil to be held on April 02, 2014 - (6:30 pm to 8:00 pm)

9. **Constables:**

A. **AI-43743** Constable Pct. #3 STOP Truancy (1285):
Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP Truancy Program) for the 2014-2015 school year:

A. La Joya I.S.D.
B. Mission C.I.S.D.
C. Sharyland I.S.D.

B. **AI-43628** CONSTABLE PCT 4 LEOSE (1220):
1. Approval of certification of revenues, as certified by the County Auditor, for the 2014 LEOSE (Peace Officer Allocation) funds awarded and received from the Texas Comptroller of Public Accounts Office.

2. Approval of 2014 appropriation of funds for Constable Pct 4 - LEOSE (1220) in the amount of $1,615.28.

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

A. **AI-43528** Human Resources (1100)190-002/190-001
Approval to process the following invoices as claims with the authority for the County Treasurer to issue check after auditing procedures are completed by the County Auditor.

Vendor	Invoice Date	Invoice No.	Amount
Xerox Corporation	02/20/14	072598879	$ 270.00
Xerox Corporation	03/03/14	072983135	259.30
AIM Media	01/31/14	10013320-0114	228.22
iDocket	10/11/13	286955	300.00
iDocket	01/31/14	290368	300.00
iDocket	03/07/14	291758	300.00

B. **AI-43827** 206th District Court (1100):

1. Approval of the following personnel action:

Action	Slot #	Position Title	Proposed Budgeted Salary
Create	0006	Court Clerk	$ 26,000.00

2. Approval of revised salary schedule.

C. **AI-43778** District Attorney - Bad Checks (1222):
1. Approval of the following personnel action(s):

Action	*Position Title*	*Slot No.*	*Dept/ Program*	*Budgeted Salary*
Delete	Developer & System Engineer	0003	080-006	$75,594.00

2. Approval of revised salary schedule.

D. **AI-43671** District Attorney's Office (General Fund 1100 / DA Investigation 1223):
1. Approval of the following personnel actions:

Action	*Position Title*	*Slot No.*	*Dept/ Program*	*Current Budgeted Salary*	*Proposed Budgeted Salary*
Delete	Administrative Assistant IV	0059	Gen Fund (080-002)	$34,469.00	-0-
		0035	DA Inv. (080-007)	$6,991.00	-0-
Create	Accountant III	0108	Gen Fund (080-002)	-0-	$34,469.00
		0119	DA Inv. (080-007)	-0-	$6,991.00

2. Approval of revised salary schedule(s).

E. **AI-43547** Texas Agrilife Extension Service (1100):

1. Authorization and approval to remove auto allowance from the following positions, effective next full pay period 04/07/14:

Action	*Dept/ Program*	*Slot #*	*Position Title*	*Budgeted Allowance Amount*

Remove Auto Allowance	380-001	0002	4-H Youth Outreach Coordinator	$2,873.00
Remove Auto Allowance	380-001	A005	County Extension Agent - Agriculture	$4,838.00
Remove Auto Allowance	380-001	A006	County Extension Agent - Family & Consumer Science	$4,838.00
Remove Auto Allowance	380-001	0007	Family & Consumer Science Program Assistant	$2,873.00
Remove Auto Allowance	380-001	A008	County Extension Agent - Family Resources	$4,838.00

2. Approval of revised salary schedule.

11. Health & Human Services Department - Eddie Olivarez

A. AI-43648 Requesting approval to rescind action taken by Commissioner's Court on 03/11/14 for AI-43331. The Agreement for shredding services provided by Lonestar Shredding is not needed as services will be provided by Hidalgo County - County Clerk's Office.

B. AI-43788 Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the Sliding Fee Schedules effective April 2, 2014. The Sliding Fee Schedules have been revised based on the Federal Poverty Level.

C. AI-43744 1. Requesting approval to accept the Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary grant contract amendment #2014-045408-001A. The purpose of this Amendment is to add additional funds to purchase equipment and to reallocate funds to reflect actual costs for discretionary project BP2-LHD-76.

2. Requesting approval of the Certification of Revenue in the amount of $5,999.00.

3. Requesting approval of the budget appropriation in the amount of $6,666.00. This amount includes $667.00 in local matching funds.

D. **AI-43644** Infectious Disease Control grant (1293):
1. Requesting approval to accept the Infectious Disease Control grant contract #2014-045531-001 in the amount of $34,692.00 for the period of 04/01/2014 to 08/31/2014.
2. Approval of the Certification of Revenue in the amount of $34,692.00.
3. Approval of the Budget Appropriation.
4. Approval of the Salary Schedule.

E. **AI-43646** Requesting approval to process the following invoice as a claim after auditing procedures are completed by county auditor.

Vendor	**Invoice #**	**Invoice Date**	**Amount**
Maverick Shredding	56572	12/25/13	$58.00
		Total	**$58.00**

F. **Health Care Funding District:**

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

G. **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. **IT Department - Renan Ramirez**

A. **AI-43780** INDIGENT DEFENSE
Authorization and approval to continue wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1780 for SPRINT for the following:

Qty:	Description:	Employee Name:	Service Plan:	MDN:
1	Data Card	Office Use	Mobile Broadband Unlimited @ $37.99 + $5.00 = $42.99 per month	956-207-7195

13. **Urban County - Diana Serna:**

A. **AI-43846** Approval of a Proclamation declaring April 2014 Fair Housing Month, and authorizing County Judge and County Clerk to sign any and all documents

B. **AI-43834** The Urban County Program is requesting the award of bid and approval of contract for the demolition and reconstruction of the following:

1. (1) Unit in the City of Mercedes in the amount of $44,450.00 to A-One Insulation.

C. **AI-43712** Urban County Program on behalf of Precinct No.1 is requesting approval for the purchase and installation of sprinkler systems at the Sunset Park baseball fields from Green Thumb Irrigation & Landscaping in the total amount of $10,756.00, utilizing FY 21 (2008) Parks, Recreational Facility funds.

D. **AI-43753** Urban County Program on behalf of the City of Alton is requesting authority to purchase fire station equipment through Hidalgo County's membership and participation with Buyboard approved vendor Casco Industries, (contract # 363-10) in the amount of $90,724.16 (two quotes attached hereto) to include shipping fees. City of Alton funds under UCP Years 22, 23 & 24 (2009, 2010 & 2011) Fire Station/ Equipment funds will be utilized.

E. **AI-43713** Requesting approval of a program amendment for the City of La Villa to its Urban County Program FYs' 16, 18, 24, 25 & 26 (2003, 2005, 2011, 2012 & 2013) work plans. The amendment will delete the following project descriptions: construction of a belt filter press and an aerobic digester at the wastewater treatment plant and the planning, design and new construction of a 100,000 gallon water elevated storage tank, will also add a new activity for the wastewater treatment plant.

14. **Elections Administration - Yvonne Ramon:**

A. **AI-43730** Approval of Full Contract for Election Services between Hidalgo County and AGUA Special Utility District for their election to be held on May 10, 2014.

15. **Precinct #2 - Comm. H. Palacios:**

A. **AI-43833** 1. Requesting approval to submit a permit application to the United States Army Corps of Engineers by R. Gutierrez Engineering Corporation on behalf of Hidalgo County, to obtain a permit for the Precinct 2 Tower Rd Project.
2. Authorization for the County Judge to sign all pertinent documents.

16. **Precinct #3 - Comm. Flores:**

A. **AI-43682** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and procedures are completed by County Auditor.

Vendor	Invoice No.	Amount	PO No.
Mobile Relays Partners, LTD	AIR0032821	$1170.83	702576 & 702898
Mobile Relays Partners, LTD	AIR0032963	$439.96	704247
Mobile Relays Partners, LTD	AIR0033104	$415.96	706254

17. **Precinct #4 - Comm. J. Palacios:**

A. **AI-43796** Appointment of member to the Housing Authority Board

B. **AI-43750** Approval of Amended and Restated Interlocal Cooperation Agreement between County of Hidalgo, ECISD, City of McAllen and Hidalgo County Drainage District #1 - for road and drainage improvements to irrigation canal crossing on Mile 17 1/2 and terminating at Ware Rd.

18. **HIDTA - Task Force - Dora Munoz:**

A. **AI-43828** Authorization and approval to accept an extension for Award No. G12SS0002A-Modification 1 (1291). New termination date is 12/31/14.

19. **Budget & Management - Sergio Cruz:**

A. **AI-43809** Approval and appointment of members of County Energy Transportation Reinvestment Zone (CETRZ) Advisory Committee.

B. **Budget Appropriations:**

1. **AI-43723** Sheriff (1100):
Approval of 2014 appropriation of funds for Sheriff in the amount of $6,766.11 to fund the purchase of a replacement vehicle.

2. **AI-43761** Pct. 1 R & B (1200):
Approval of 2014 appropriation of funds from the R & B unreserved fund balance for Pct. 1 Rd. Maint (fund 1200, program 005) in the amount of $95,000.00 to fund various operating expenditures.

3. **AI-43804** CO's 2006 (1336):
Approval of 2014 unappropriation of funds from CO's Series 2006 (1336) in the amount of $24,380.26.

4. **AI-43813** Precinct No.4 (1303):
Approval of 2014 appropriation of funds from (1303) fund balance in the amount of $42,614.00 for change order #1 from NM Contracting, LLC for building renovations/repair to Restitution Center on "M" Road project.

20. **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-43662** Appointment and/or designation by Commissioner's Court of a committee to evaluate/grade and score the proposals received (03-19-14) for RFP No. 2014-061-03-19-YZV "Financial Advisory Services", as detailed in procurement packet.

2. **AI-43822** a. Requesting approval of Change Order No. 1 (increase) in connection: "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $128,787.00 to awarded general contractor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates with concurrence by construction manager, Prodigy, including authority for County Judge to execute document;

b. Acceptance and approval of an Amendment No. 2 to the AIA A101-2007 Standard Form of Agreement with D. Wilson Construction Company, for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to remove the allowance schedules and re-direct to Betterment Allowance;

c. Requesting approval of clarifications to the following Construction Change Directives:

1. Change Directive No. 1 (approved CC 11/26/13) to be funded by allowance;
2. Change Directive No. 2 (CC 3/11/14-NOT APPROVED) thus null and void;
3. Change Directive No. 3 (CC 3/18/14) to be funded by either the allowances or Betterment Allowance;

d. Approval of Construction Change Directive #5 (as drafted/submitted through project architect, Alcocer/Garcia & reviewed/concurred by construction manager, Prodigy) for the access control in an amount $1,025.00.

B. Pct. 4

1. **AI-43810** a. Acceptance and approval of Request for Payment Applications No. 1 in the amount of $137,981.80, as submitted by NM Contracting , LLC, awarded contractor for the Hidalgo County Precinct No. 4 -"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX" and as certified for payment by project architect, Dannenbaum Engineering-Contract # C-13-234A-10-22;

b. Acceptance and approval of Change Order No. 1 in the amount of $24,663.00 resulting in changes as reflected on supporting documentation including but not limited to removing alternate 2 (kitchen appliances), and adding: prep and paint metal roof, gutters and downspouts, electrical and data boxes for classroom, mill work with laminated tops with an addition of thirty three (33) calendar days for completion of project for Contract No. C-13-234A-10-22 with NM Contracting , LLC as drafted/reviewed/approved by project architect, Dannenbaum Engineering

Company for: Hidalgo County Precinct No. 4 -"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX" with authority for County Judge, or Court Member to execute document.

C. **Health & Human Services Dept.**

1. **AI-43781** Pursuant to Texas Local Government Codes Ann., Chapter 271, Sections .101 & .102 (with both entities being political subdivisions of the State of Texas), requesting acceptance and approval of the Cooperative Purchasing Program Agreement between the Harris County Hospital District d/b/a/ Harris Health System and Hidalgo County thus allowing Hidalgo County Department of Health and Human Services to utilize (and eventually purchase) the software system and other pertinent related items in connection with 1115 Medicaid Waiver Project contract with Performance Logic, Inc. (awarded vendor through-Request For Proposal Job. No: 13/0077 by HCHD,dba,HHS).

21. **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-43805** Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al

D. **AI-43807** Civil Action No. 7:14-cv-00067; Santos Rodriguez, Jr. et al v. Hidalgo County Sheriff's et al, City of Mission, et al and other unknown persons

E. **AI-43797** Claim of Concepcion Cuellar and Norma Gomez, Ind. and as Reps. of the Estate of Brenda Gomez-Cuellar (deceased)

F. **AI-43791** Claim of Victoria County Juvenile Services

G. **AI-43793** Claim of AT&T

H. **AI-43836** Claim of Hidalgo County vs Raul Rodriguez, Jr. and Yesenia Sias

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-43806** Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al

D. **AI-43808** Civil Action No. 7:14-cv-00067; Santos Rodriguez, Jr. et al v. Hidalgo County Sheriff's et al, City of Mission, et al and other unknown persons

E. **AI-43798** Claim of Concepcion Cuellar and Norma Gomez, Ind. and as Reps. of the Estate of Brenda Gomez-Cuellar (deceased)

F. **AI-43792** Claim of Victoria County Juvenile Services

G. **AI-43794** Claim of AT&T

H. **AI-43837** Claim of Hidalgo County vs Raul Rodriguez, Jr. and Yesenia Sias

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

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

25. **Adjourn**

AI-43856 **6.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

A. Acceptance of resignation from Hidalgo County Sheriff
B. Appointment of Interim Hidalgo County Sheriff

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 02:35 PM
Roland Garcia	Rolando Garcia	03/28/2014 04:03 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/28/2014 02:13 PM

Final Approval Date: 03/28/2014

AI-43419 **County Judge's Office 7. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Michael Leo **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Presentation by Andrew Canon on their 4th annual Walk N Rolla scheduled for Saturday, April 12, 2014.

2. Approval of Proclamation designating April 12, 2014 as South Texas Juvenile Diabetes Awareness Day.

BACKGROUND

This is an educational event meant to bring awareness to healthier lifestyles and to raise awareness to the high amount of diabetes in the RGV. This event will support the South Texas Juvenile Diabetes Association.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 09:54 AM
Obdett Calzada	Obdett Calzada	03/27/2014 07:35 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: SANDRA DELEON Started On: 03/04/2014 09:10 AM

Final Approval Date: 03/28/2014

PROCLAMATION DECLARING APRIL 12, 2014 AS
"SOUTH TEXAS JUVENILE DIABETES ASSOCIATION DAY"

WHEREAS, diabetic children are a special group of individuals who face unique challenges every single day of their lives such as monitoring blood glucose levels by pricking their fingers, administering insulin by injections or an insulin pump, calculating the carbohydrate levels in every bite of food they eat, and recognizing and treating a low blood sugar attack – all in an effort to prevent the debilitating complications associated with uncontrolled diabetes; and

WHEREAS, trend data shows that 1 of every 2 Hispanic babies born today will likely face a lifetime with diabetes; and

WHEREAS, the South Texas Juvenile Diabetes Association (STJDA) was founded by parents of local diabetic children on October 25, 2011, to offer support and advocacy for diabetic children and their families in the Rio Grande Valley, the first local organization of its kind; and

WHEREAS, During its first year of service to our community, STJDA has initiated family-oriented support groups, organized family field trips and spearheaded a community/school education program that has taught local school nurses and non-medical school personnel how to supervise and empower a diabetic child to self-manage their diabetes while they are at school; and

WHEREAS, the South Texas Juvenile Diabetes Association has demonstrated its strong commitment to improving the quality of life for the residents of Hidalgo County, by providing our community with educational forums and the tools needed to increase awareness of diabetes.

NOW, THEREFORE, BE IT RESOLVED the Hidalgo County Commissioners Court does hereby PROCLAIM April 12th as South Texas Juvenile Diabetes Association Day in Hidalgo County; and encourages all County residents to support every effort of parents, health care providers, educators and community members to empower children with diabetes to successfully manage daily life with this chronic disease.

Dated this 2nd day of April, 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-43824 **County Judge's Office 7. B.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation Declaring April 2014 as Child Abuse Awareness and Prevention Month

BACKGROUND

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 03:20 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/27/2014 01:37 PM

Final Approval Date: 03/28/2014

PROCLAMATION DECLARING APRIL 2014 AS
"CHILD ABUSE AWARENESS AND PREVENTION MONTH"

WHEREAS, In 2013, 66,938 of child abuse and neglect cases were confirmed in Texas; and

WHEREAS, in 2013, Hidalgo County Child Protective Services had 7,541 child abuse and neglect investigations; and

WHEREAS, of those cases investigated, a total of 3,098 children were confirmed as victims of child abuse and neglect; the result includes two child fatalities; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS, communites must make every effort to promote programs that benefit children and their families; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children.

NOW, THEREFORE, BE IT RESOLVED the Hidalgo County Commissioners Court hereby declares April 2014 as *Child Abuse Awareness and Prevention Month* in Hidalgo County and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.

Dated this 2nd day of April, 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-43825 **County Judge's Office 7. C.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Support of the inclusion of a High School level course in the study of Mexican-American History and Culture

BACKGROUND

Attachments

Resolution

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 02:25 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/27/2014 01:38 PM

Final Approval Date: 03/28/2014

RESOLUTION IN SUPPORT OF THE INCLUSION OF A HIGH SCHOOL LEVEL COURSE IN THE STUDY OF MEXICAN-AMERICAN HISTORY AND CULTURE

WHEREAS, the modern history of the great State of Texas began in 16th century with the Spanish exploration of the vast expanse of territories from the Sabine river, west to El Paso and beyond into the American Southwest; and

WHEREAS, Spanish and later Mexican settlers and missionaries established permanent settlements, towns and missions in these territories, which later became Texas, that continue to exist today; and

WHEREAS, descendants of these original Spanish and Mexican settlers, and subsequent immigrants from Mexico, played key and vital roles in Texas and American history from the settlement of this great State, to its independence from Mexico, establishment as a Republic, entry into the Union, participation in the War Between the States and emergence into the 20th Century; and these settlers and immigrant Texans came to be known and referred to popularly as Mexican-Americans; and

WHEREAS, throughout the 20th century to the present time, Mexican-Americans participated and served loyally in the Great World Wars, Korea, Vietnam, Desert Storm, Iraq, the Middle East and Afghanistan, and continue to proudly serve and protect in our country's Armed Forces throughout the world; and

WHEREAS, Mexican-American's established a great historical and cultural legacy deeply rooted in traditional family values and religious observance and participation, not only in Texas, but beyond into the American Southwest including New Mexico, Arizona, Colorado, Nevada and California; and

WHEREAS, this historic and cultural legacy positively impacted and contributed and continues to influence the arts, literature, music, dance, theatre, film, cuisine, politics, education, business, industry and agriculture of Texas and the American Southwest; and

WHEREAS, there exists a significant need to chronicle, educate and teach this tremendous contribution and impact of Mexican-American history and culture to Texas students so as to provide them a broader and more well rounded perspective of our past, and to better prepare them for citizenship and responsible decision making in a rapidly changing world.

NOW, THEREFORE, BE IT RESOLVED the Hidalgo County Commissioners Court hereby supports the inclusion of a High School level course in the study of Mexican-American history and culture in the curriculum and instruction provided and approved by the Texas State Board of Education.

Dated this 2nd day of April, 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

735 Habana St.
Brownsville, Texas 78526

Ruben Cortez, Jr.
State Board of Education, District 2

956.639.9171
rubencortezfortexas@gmail.com

www.rubencortezfortexas.com

Dear Friend and Colleague,

I would like to take a moment to tell you a story. As a young girl, my mother grew up picking crops in the fields as a migrant worker along side her family. She remembers this man named Caesar Chavez that people talked about with excitement, cheering when newspaper accounts were read aloud, and heads nodding in agreement as the story unfolded. She knew his name, but didn't understand the excitement.

As my mother became older, she learned that Señor Chávez endured the wrath of an unjust system and stood for the rights of people that didn't know they had rights. And, against all odds, he made a difference. To my mother, Caesar Chavez was, and remains, a true American hero—her hero. And, today, as a Justice of the Peace, her hero still lives on in her heart, but there's more work to be done.

As children and young adults, we embrace role models. They are *our* heroes and become part of the DNA of our character. Many heroes are historical figures that advance a cause, or foster a belief that defines society.

There is a vital piece in the development of character that is noticeably missing for the young Mexican-American and that is the positive influence historical figures of the same culture bring to bear on the Mexican-American youth of our society.

Mexican-American children make up the single largest cultural majority in the Texas school system and the numbers will continue to grow. Let us not forget that Mexican-Americans are ***Americans***, with a Mexican heritage rather than a European heritage.

As an American, a Mexican-American and a Texan, it is with honor that I proposed to the Texas Board of Education the creation of a Mexican-American history course to be made available as a course for students at the high school level.

Our ability as a society to adapt defines the essence of the American spirit. We must acknowledge the historical significance of the contributions of Mexican-Americans and record them as history so all generations may come to know that cultural diversity is what continues to make America the greatest nation in the world.

I humbly ask for your support on this initiative and that you stand with all Mexican-Americans and declare to the Texas Board of Education the judiciousness of creating curriculum that is inclusive of the historical influences of Mexican-Americans. Our culture defines us and our heritage is our legacy. We are Mexican-Americans.

"We need to help students and parents cherish and preserve the ethnic and cultural diversity that nourishes and strengthens this community - and this nation."-Cesar Chavez

Yours in service,

Ruben Cortez

Ruben Cortez, Jr.

Member Texas Board of Education District 2

Not printed or mailed at the state expense.

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AI-43857 **Comm. Court Executive Office 8. C.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by CASA of Hidalgo County, Inc. to use open forum area of the courthouse for Candlelight Vigil to be held on April 02, 2014 - (6:30 pm to 8:00 pm)

BACKGROUND

Attachments

request

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 02:34 PM
Roland Garcia	Rolando Garcia	03/28/2014 02:54 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/28/2014

Final Approval Date: 03/28/2014

CASA of Hidalgo County Inc.

1001 South 10th Avenue
Edinburg, TX 78539
Ph: (956) 381-0346 Fax: (956) 381-9232

Executive Committee

Emilio Santos Jr.
Board Chair

Dr. Mona Parras
Vice-Chair

John Llanas
Treasurer

Evelyn Saenz
Secretary

Board Members
Daniel Santos
Dr. Richard Gillette
John Escamilla
David Huffman
Brenda McKendrick
Laura E. Garcia
Mario Lizcano

Advisory Board Members
Letty Garza
Albert Lopez

Honorary Baard Member
Alonzo Cantu

Executive Director
Diana Almaguer

March 21, 2014

Attention Valde Guerra:

To Whom It May Concern:

April is National Child Abuse Awareness Month. This will be our 17th Annual Candlelight Vigil and for the past 16 years have held this event at the Hidalgo County Courthouse. As part of our commemoration of this event, we want to continue holding The Annual Candlelight Vigil on April 2, 2014 from 6:30 p.m. to 8:00 p.m. in front of the Hidalgo County Courthouse. Last year 2 children lost their lives due to abuse and neglect and there were 66,938 confirmed victims of child abuse and neglect.

In order to make this vigil a success, I respectfully ask for your support and participation. CASA of Hidalgo County, Inc., along with other partner agencies, will be at the event in an effort to bring awareness to child abuse and neglect. We would like to request the use of the Courthouse grounds. We would like to request tables, chairs, the access to light the lights around the tree, and the use of the bell. We will like to set up chairs and tables outside in the front yard of the Courthouse. We have met with the City of Edinburg, Planning and Zoning and Public Works for the closure of Closner street located right in front of the Courthouse to have the police departments and Edinburg Fire Department park their units.

The Mission of CASA of Hidalgo County, Inc. is to speak for the best interests of the children in the courts by promoting and supporting quality volunteer representation to provide each child a safe, permanent and nurturing home.

I would deeply appreciate your participation in this event. Should you have any question, please call me at (956)381-0346.

Sincerely,

Diana Almaguer
Executive Director
CASA of Hidalgo County, Inc.

CASAOFH-01 TOVLE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/25/2013

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

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

PRODUCER	CONTACT NAME:
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CASA of Hidalgo County Inc 1001 S. 10th Ave Edinburg, TX 78539	INSURER A: Philadelphia Indemnity Ins Co	
	INSURER B: Texas Mutual Insurance Company	0060
	INSURER C: Twin City Fire	29459
	INSURER D: Hartford Casualty Ins. Co	29424
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			PHPK986194	3/26/2013	3/26/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PHPK986194	3/26/2013	3/26/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP-0001078243	4/13/2013	4/13/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Directors & Officers			NOA1305688	3/26/2013	3/26/2014	D & O	1,000,000
D	Bond			65BDDAH8677	5/16/2013	5/16/2014	Crime/Employee Theft	195,000

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

CERTIFICATE HOLDER

Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 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

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AI-43743 **Constables 9. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3 STOP Truancy (1285):
Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP Truancy Program) for the 2014-2015 school year:

A. La Joya I.S.D.
B. Mission C.I.S.D.
C. Sharyland I.S.D.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1285-421-00-293-005-5-XXX

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

BUDGETARY IMPACT:

FUNDS WILL BE AVAILABLE UPON ACCEPTANCE OF FUNDS.

Agreements to be effective 9/1/14 to 8/31/15 for FY 2015 (2014-2015 school year)

50% Funding by District:
La Joya ISD - $29,369.89
Mission CISD - $34,440.84
Sharyland ISD - $31,393.12
Total - $95,203.84
50% cash match portion by Co. is $95,203.84; total appropriation is $190,407.68 (school district funding and Co. cash match)

Attachments

LA JOYA ISD
MISSION CISD
SHARYLAND ISD
SALARIES WORKSHEET

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/25/2014 01:54 PM
Manuel Chapa	Manuel Chapa	03/28/2014 01:54 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Raquel Ramos Started On: 03/24/2014 09:24 AM

Final Approval Date: 03/28/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN LA JOYA INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2014, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Twenty Nine Thousand Three Hundred and Sixty Nine and 89/100 Dollars ($29,369.89).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Nine Thousand Three Hundred and Sixty Nine and 89/100 Dollars ($29,369.89) as consideration to the County for the continued implementation of the Project at the District.

3. Upon the County's receipt of payment from the District, the County shall fund the amount of Twenty Nine Thousand Three Hundred and Sixty Nine and 89/100 Dollars ($29,369.89) for its one-half share of the Project.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2015 spring semester.

7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

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

breach of the same or any other provision hereof.

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

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

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

If to District:	La Joya Independent School District Attention: Dr. Aida T. Benavides, Superintendent 201 E. Expressway 83 La Joya, Texas 78560
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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

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

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

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

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

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

18. **Authority to Execute.** The execution and performance of this Agreement by 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 District and County in accordance with its terms.

19. **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.

20. **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 and effective as of the day and year first written above.

LA JOYA INDEPENDENT SCHOOL DISTRICT

_____

Esperanza "Espie" Ochoa, President, Board of Trustees

ATTEST:

_____

Johnn V. Alaniz, Secretary, Board of Trustees

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo. Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____

Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2014, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Thirty Four Thousand Four Hundred and Forty and 84/100 Dollars ($34,440.84).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall us his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention and prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions in which they are authorized by law to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term.** The period of performance of this Agreement shall commence on September 1, 2014 and terminate on August 31, 2015. Either party shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday in lieu thereof "at such other times as agreed by District and County.

8. **Time Off.** The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of payment from the District, the County shall fund the amount of Thirty Four Thousand Four Hundred and Forty and 84/100 Dollars ($34,440.84) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Thirty Four Thousand Four Hundred and Forty and 84/100 Dollars ($34,440.84) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

16. **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.

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

18. **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 JURISDICITION IN HIDALGO, TEXAS.

19. **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: Mission Consolidated Independent School District
Attention: Dr. Cornelio Gonzalez, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
PO Box 1356
Edinburg, Texas 78540-1356

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78574

20. **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.

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

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

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

24. **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.

25. **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 District and County in accordance with its terms.

26. **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.

27. **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. Lox. Govt. Code Ann. 271.903.

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
Oscar Martinez, President, Board of Trustees

ATTEST:

_____
Raymond R. Longoria, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN SHARYLAND INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the _____ day of _____, 2014, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, in September 2002, the County was the recipient of Project S.T.O.P. (Stop Truancy on Patrol), a grant from the Office of the Governor's Criminal Justice Division (the "Project") for a period of four (4) years;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the Project, which has been administered through Hidalgo County Precinct No. 3 Constable's Office since its inception, is now expiring and the County and District desire to continue the Project during the 2014-2015 school year using their own funds;

WHEREAS, each party desires to contribute one-half of the costs associated with administering the Project at the District;

WHEREAS, in addition to the Project's goals and objectives, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions in which they are authorized by law to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirements; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term**. The period of performance of this Agreement shall commence on September 1, 2014 and terminate on August 31, 2015. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday in lieu thereof "at such other times agreed by District and County".

8. **Time Off**. The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of the payment from the District, the County shall fund the amount of Thirty One Thousand Three Hundred and Ninety Three and 12/100 Dollars ($31,393.12) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Thirty One Thousand Three Hundred and Ninety Three and 12/100 Dollars ($31,393.12) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

16. **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.

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

18. **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.

19. **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:
Sharyland Independent School District
Attention: Dr. Virginia N. Richter, Superintendent
1106 N. Shary Road
Mission, Texas 78572

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

with copy to:
Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78574

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.

20. **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.

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

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

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

24. **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.

25. **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 District and County in accordance with its terms.

26. **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.

27. **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 and effective as of the day and year first written above.

SHARYLAND INDEPENDENT SCHOOL DISTRICT

_____
Fernando, President, Board of Trustees

ATTEST:

_____
Dr. Noe O. Garza, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

Hidalgo County Precinct 3
Project STOP (Truancy)
FY 2014
Salaries Worksheet

		SCHOOL DISTRICTS			
		MISSION	LA JOYA	SHARYLAND	
		DEPUTY CONSTABLE SR. STEP V Slot #0003 Rafael Ochoa	DEPUTY CONSTABLE SR. STEP I Slot #0002 Rodolfo Trevino	DEPUTY CONSTABLE SR. STEP I Slot #0001 Miguel Zamora	
	RATES				TOTAL
Salary	-	$ 49,405.00	$ 43,054.00	$ 43,054.00	$ 135,513.00
	-				
Longevity (Includes annual increase)	-	$ 720.00	$ -	$ 300.00	$ 1,020.00
	-				
Supplement Pay	-	$ 1,200.00	$ -	$ 3,000.00	$ 4,200.00
	-				
TOTAL SALARY (w/o fringes)		$ 49,405.00	$ 43,054.00	$ 43,054.00	$ 135,513.00
TOTAL ALLOWANCES (w/o fringes)		$ 1,920.00	$ -	$ 3,300.00	$ 5,220.00
TOTAL SALARY & ALLOWANCES (w/o fringes)		$ 51,325.00	$ 43,054.00	$ 46,354.00	$ 140,733.00
Health Insurance	$ 5,909.40	$ 5,909.40	$ 5,909.40	$ 5,909.40	$ 17,728.20
Life Insurance	$ 37.56	$ 37.56	$ 37.56	$ 37.56	$ 112.68
FICA	7.65%	$ 3,926.36	$ 3,293.63	$ 3,546.08	$ 10,766.07
Retirement	11.28%	$ 5,789.46	$ 4,856.49	$ 5,228.73	$ 15,874.68
Unemployment	0.57%	$ 292.55	$ 245.41	$ 264.22	$ 802.18
Workers Compensation	3.12%	$ 1,601.34	$ 1,343.28	$ 1,446.24	$ 4,390.86
TOTAL FRINGE BENEFITS		$ 17,556.67	$ 15,685.77	$ 16,432.23	$ 49,674.67
TOTAL SALARY, ALLOWANCES & FRINGE BENEFITS		$ 68,881.67	$ 58,739.77	$ 62,786.23	$ 190,407.67
CASH MATCH 50% (County Portion)		$ 34,440.84	$ 29,369.89	$ 31,393.12	$ 95,203.84
50% (School District Portion)		$ 34,440.84	$ 29,369.89	$ 31,393.12	$ 95,203.84

AI-43628 **Constables 9. B.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: CONSTABLE PCT. #4

Information

CAPTION

CONSTABLE PCT 4 LEOSE (1220):
1. Approval of certification of revenues, as certified by the County Auditor, for the 2014 LEOSE (Peace Officer Allocation) funds awarded and received from the Texas Comptroller of Public Accounts Office.

2. Approval of 2014 appropriation of funds for Constable Pct 4 - LEOSE (1220) in the amount of $1,615.28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1220-421-00-294-002-0-XXX

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

BUDGETARY IMPACT:

REVENUE ACCOUNT:

4-1220-335-00-294-000-0-000 CONSTABLE PCT NO.4- LEOSE REVENUE

Attachments

Letter
Check
Appropriation
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/18/2014 04:02 PM
Merlen P. Munoz	Merlen P. Munoz	03/19/2014 03:07 PM
Budget & Management	Debbie Tamez	03/19/2014 03:53 PM
Obdett Calzada	Obdett Calzada	03/27/2014 12:40 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Nayla Munoz Started On: 03/17/2014 09:55 AM

Final Approval Date: 03/28/2014

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13528 • AUSTIN, TX 78711-3528

February 24, 2014

HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG TX 78539-6243

Vendor number: 17460007176-011

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,615.28.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2015, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2015 Allocation Basis form to us no later than April 01, 2014. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at (800) 531-5441, ext. 3-4530, or (512) 463-4530 if you have any questions or if we can be of assistance.

Enclosures

Texas Comptroller of Public Accounts

130524458 FEBRUARY 26, 2014

TREASURY WARRANT NO.
130524458

022514 0116 902 9P140458 17460007176 011
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND 28/100 $1,615.28

TO HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG, TX 78539-6243

VOID AFTER
08/31/2016

Susan Combs

"304" :114900164: "13052445 8"

DATE: March 18, 2014

2014
Appropriation

DEPARTMENT HEAD: J. E. "Eddie" Guerra

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 4-1220-421-00-294-002-0-XXX

Contact Person: Joel Rivera **Ph#** (956) 383-8560 Ext 4302

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1220-421-00-294-002-0-583	Constable Pct. 4 LEOSE -	TRAVEL OUT OF COUNTY	$965.28
4-1220-421-00-294-002-0-584	Constable Pct. 4 LEOSE -	REGISTRATION FEES	$650.00
4-1220-335-00-294-000-0-000	LEOSE FUND - Constable Pct 4	REVENUES	$1,615.28
		TOTAL BUDGET INCREASE (DECREASE)	**$1,615.28**

REASON: TO APPROPRIATE THE LEOSE FUNDS ALLOCATION AWARDED TO CONSTABLE PCT 4 DEPARTMENT FROM THE STATE COMPTROLLER IN THE AMOUNT OF $1,615.28.

Joel Rivera
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 31, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners' Court the receipt of the LEOSE annual allocation payment from the Texas Comptroller of Public Accounts for Constable Precinct 4 in the amount of $1,615.28. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/1/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

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

Receipt No: 173267

Received From: CONSTABLE PCT 4 ST. COMP LEOSE Date 03/06/14

1	130524458	LEOSE ALLOCATION;CONTINUING ED	4-1220-421-00-294-002-0-583	1,615.28

Total: **1,615.28**

Check Total	1,615.28
Cash Total	.00
Credit Total	.00
Other Total	.00

Texas Comptroller of Public Accounts

130524458 FEBRUARY 26, 2014

TREASURY WARRANT NO.
130524458

022514 0116 902 9P140458 17460007176 011
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND 28/100 $1,615.28

TO HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG, TX 78539-6243

VOID AFTER
08/31/2016

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈13052445 8⑈

RECEIVED BY
HIDALGO COUNTY TR...
2014 MAR 5 PM 2 :0

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13528 • AUSTIN, TX 78711-3528

February 24, 2014

HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG TX 78539-6243

Vendor number: 17460007176-011

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An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2015, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2015 Allocation Basis form to us no later than April 01, 2014. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at (800) 531-5441, ext. 3-4530, or (512) 463-4530 if you have any questions or if we can be of assistance.

Enclosures

DATE: March 18, 2014

DEPARTMENT HEAD: J. E. "Eddie" Guerra

2014
Appropriation

THE COUNTY OF HIDALGO TEXAS

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 4-1220-421-00-294-002-0-XXX

Contact Person: Joel Rivera **Ph#** (956) 383-8560 Ext 4302

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

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4-1220-421-00-294-002-0-584	Constable Pct. 4 LEOSE -	REGISTRATION FEES	$650.00
4-1220-335-00-294-000-0-000	LEOSE FUND - Constable Pct 4	REVENUES	$1,615.28
		TOTAL BUDGET INCREASE (DECREASE)	**$1,615.28**

REASON: TO APPROPRIATE THE LEOSE FUNDS ALLOCATION AWARDED TO CONSTABLE PCT 4 DEPARTMENT FROM THE STATE COMPTROLLER IN THE AMOUNT OF $1,615.28.

Joel Rivera
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-43528 **Human Resources 10. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Human Resources (1100)190-002/190-001
Approval to process the following invoices as claims with the authority for the County Treasurer to issue check after auditing procedures are completed by the County Auditor.

Vendor	Invoice Date	Invoice No.	Amount
Xerox Corporation	02/20/14	072598879	$ 270.00
Xerox Corporation	03/03/14	072983135	259.30
AIM Media	01/31/14	10013320-0114	228.22
iDocket	10/11/13	286955	300.00
iDocket	01/31/14	290368	300.00
iDocket	03/07/14	291758	300.00

BACKGROUND

Xerox invoices - pay from acct. 4-1100-415-50-190-002-0.780 (NOTE: lease/contract expired/not entering into another contract at this time)

AIM Media invoice - pay from acct. 4-1100-415-50-190-002-0.540 (NOTE: add was placed in newspaper [01/05/14] prior to obtaining purchase order [01/21/14]).

iDocket invoices - pay from accts. 4-1100-415-50-190-001-0.336 and 4-1100-415-50-190-002-0.336 (NOTE: did not receive invoices for December 2013 thru February 2014).

Attachments

Claims

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 03:51 PM
Human Resources	Debbie Tamez	03/20/2014 07:31 AM
Budget & Management	Debbie Tamez	03/20/2014 02:57 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Sylvia Rios Started On: 03/10/2014 02:58 PM

Final Approval Date: 03/28/2014

2966-001

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

10053199 NR11
Purchase Order Number

C1080
Special Reference

VTX00000X-000
Contract Number

NET 30 DAYS
Terms Of Payment

RECEIVED xerox FEB 25 2014 HUMAN RESOURCES

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

COUNTY OF HIDALGO
HUMAN RESOURCE DEPT
208 W CANO ST
EDINBURG TX
78539

Bill To:
2966-001
COUNTY OF HIDALGO
HUMAN RESOURCE DEPT
208 W CANO ST
EDINBURG TX
78539

02-20-14
Invoice Date

072598879
Invoice Number

716146733
Customer Number

Acct # 4-1100-415-50-190-002-0.780

Approved by C.C. _____
Agenda Item # 43528

WC7232P WC7232P COPIER/PRT SER.# GBP-246966

Invoice

	JANUARY		AMOUNT
BASE CHARGE			259.30
	METER READ 01-02-14 TO	METER READ NET 02-14-14	COPIES
METER USAGE			
TOTAL BLACK	169667	177436	7769
TOTAL COLOR	39197	43552	4355
METER CHARGES			
TOTAL BLACK	7769		
LESS PRINT ALLOWANCE	9799		
BLACK BILLABLE PRINTS	0	.008400	.00
TOTAL COLOR	4355		
LESS PRINT ALLOWANCE	4200		
COLOR BILLABLE PRINTS	155	.069000	10.70
NET PRINT CHARGE			10.70
INTEGRATED OFC FIN	SER.# GLX-219000		INCL
DADF	SER.# AAP		INCL
TANDEM TRAY MODULE	SER.# GBM		INCL
	SUB TOTAL		270.00
	TOTAL		270.00

** ALLOWANCE PRORATED FOR 042 DAYS
INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES
TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
HUMAN RESOURCE DEPT
208 W CANO ST
EDINBURG TX
78539

Bill To
COUNTY OF HIDALGO
HUMAN RESOURCE DEPT
208 W CANO ST
EDINBURG TX
78539

When Paying By Mail Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY THIS AMOUNT $270.00

07-461-7804 4 716146733 072598879 02-20-14
RT002202 C 100113
03 6R4B 03XR N A7310 2TC3 2 115

VTX85

20210000807006O 0725988791 0300270008 27161467336 2

1648-001

Customer Information

XEROX CORPORATION
PO BOX 660502
DALLAS TX
75266

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

Purchase Order Number
C1080
Special Reference
VTX00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone 888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:
COUNTY OF HIDALGO
HUMAN RESOURCE DEPT
208 W CANO ST
EDINBURG TX
78539

Bill To:
1648-001
COUNTY OF HIDALGO
HUMAN RESOURCE DEPT
208 W CANO ST
EDINBURG TX
78539

03-03-14
Invoice Date
072983135
Invoice Number
71614673 3
Customer Number

Invoice

WC7232P WC7232P COPIER/PRT SER.# GBP-246966
CPC TERM LEASE COMBINED

	AMOUNT
BASE CHARGE FOR - 02-01-14 TO 02-30-14	259.30
SUB TOTAL	259.30
TOTAL	259.30

N A
10053199 NR11
US316035 140227

Acct-# 4-1100-415-50-190-002-0.780

RECEIVED
MAR 10 2014
HUMAN RESOURCES

Approved by C.C.
Agenda Item # 43528

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
HUMAN RESOURCE DEPT
208 W CANO ST
EDINBURG TX
78539

Bill To
COUNTY OF HIDALGO
HUMAN RESOURCE DEPT
208 W CANO ST
EDINBURG TX
78539

When Paying By Mail
Send Payment To:
XEROX CORPORATION
PO BOX 731892
DALLAS, TX
75373-1892

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY
07-461-7804 4 716146733 072983135 03-03-14 THIS AMOUNT $259.30
RR006049 C 000000-0 WX316035 VTX85
03 6R4B 03XR N **M7** 2TC3 2 015 62

202100008070060 0729831354 0300259302 271614673366

AIM MEDIA TEXAS

REMIT TO:
AIM Media Texas
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 10013320 BALANCE DUE $228.22 CHECK NO.

MKT. CONSULTANT Norma/Mercy DEPARTMENT MM AMOUNT PAID (1)

HIDALGO CO. HUMAN RESOURCE
ATTN: SYLVIA RIOS
208 WEST CANO
EDINBURG, TX 78539

Advertising Invoice

INVOICE DATE	INVOICE NO.
1/31/2014	10013320-0114

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
(1) 10013320	$228.22	$0.00	$0.00	$0.00

DATE	REF #	DESCRIPTION	UNITS	AMOUNT
01/01/14	AGING	"BALANCE FORWARD"	PI. See attach	1,579.80
(2) 01/05/14	(3) 95182102	3180-MM Classified Recruitment	2.00	228.22
01/22/14	1229	9000-MM Retail Payment CS\CK HIDALGO CO HR		228.22-
01/29/14	12921	9000-MM Retail Payment CS\CK HIDALGO CO HR		1,351.58-

RECEIVED
FEB 07 2014
HUMAN RESOURCES

INVOICE RECEIVED BY: SRios ON 02.07.14
GOODS/SERVICES RECEIVED BY: ON January 2014

DATE: 02-07-14
APPROVED: Sylvia Rios

PAID
FEB 18 2014

PO# 703437
4-1100-415-50-190-002-0.540

RECEIVED
FEB 6
COUNTY

Approved by C.C.
Agenda Item # 43528

Ask your Sales Representative about joining Marketplace, our new search optimized web listing. Starting at only $49.95 per month, it is an affordable way to market your business across internet search engines.

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE DUE
$1,579.80	(+)	$228.22	-	$1,579.80	=	$228.22

THE MONITOR VALLEY STAR The Herald
Mid-Valley TOWN CRIER El Nuevo Heraldo
SUNDAY El Extra

TEARS

Phone: 956-683-4000
Fed ID# 45-5484496

This Statement is due and payable upon receipt.

#10013320 – Hidalgo Co. Human Resources - 95182102

RECEIVED
JAN 23 2014
HUMAN RESOURCES

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

JAIME GARZA, being duly sworn on his/her oath states that he/she is a Sales Representative of *THE MONITOR* and that the attached notice appeared in the following issues:

January 5, 2014

Subscribed and sworn to before me this the 21st day of January A.D. 2014

Norma I Peraz
Notary Public, Hidalgo County

Norma I Peraz
My Commission Expires
09/22/2015

COUNTY OF HIDALGO
For current job opportunities, visit us online at
www.co.hidalgo.tx.us/jobs or at
1615 S. Closner, Suite F, Edinburg, Texas
(956) 318-2660

INVOICE RECEIVED BY: Sylvia ON 01-23-14
GOODS/SERVICES RECEIVED BY: _____ ON _____

DATE : Sylvia Rios
APPROVED: 01-23-14

PO# 703437
4-4100-415-50-190-002-0.540

iDocket.com™

Invoice

Date	Invoice#
10/11/13	286955

Bill To

Hidalgo County Human Resources
Esther A. Cortez
1615 South Closner, Ste. F
Edinburg, Texas 78539
ACCT # 05241 HIDALGOHR

Terms	Due Date
Due on receipt	10/11/13

Description	Qty	Rate	Amount
SUPPORT FEE 12-01-13 TO 01-01-14		.00 300.00	.00 300.00

RECEIVED
MAR 07 2014
HUMAN RESOURCES

4-1100-445-50-190-002-0.336
4-1100-445-50-190-001-0.336

Approved by C.C. _____
Agenda Item # 43528

Thank you for using iDocket.com

Total 300.00

P.O. BOX 31023 AMARILLO, TX 79120
CORPORATE: 806-351-1034 FAX: 806-351-2329 TOLL FREE: 800-IDOCKET
WWW.IDOCKET.COM

iDocket.com™

Invoice

Date	Invoice#
1/31/14	290368

Bill To

Hidalgo County Human Resources
Esther A. Cortez
1615 South Closner, Ste. F
Edinburg, Texas 78539
ACCT # 05241 HIDALGOHR

Terms	Due Date
Due on receipt	01/31/14

Description	Qty	Rate	Amount
Invoice created for payment adjustment 01-01-2014 TO 02-01-2014		300.00	300.00

RECEIVED
MAR 07 2014
HUMAN RESOURCES

Approved by C.C. _____
Agenda Item # 43528

4-1100-415-50-190-002-0.336
4-1100-415-50-190-001-0.336

Thank you for using iDocket.com

Total 300.00

P.O. BOX 31023 AMARILLO, TX 79120
CORPORATE: 806-351-1034 FAX: 806-351-2329 TOLL FREE: 800-IDOCKET
WWW.IDOCKET.COM

iDocket.com™

Invoice

Date	Invoice#
3/07/14	291758

Bill To

Hidalgo County Human Resources
Esther A. Cortez
1615 South Closner, Ste. F
Edinburg, Texas 78539
ACCT # 05241 HIDALGOHR

RECEIVED
MAR 07 2014
HUMAN RESOURCES

Terms	Due Date
Due on receipt	03/07/14

Description	Qty	Rate	Amount
SUPPORT 02-01-14 TO 03-01-14		300.00	300.00

Approved by C.C.
Agenda Item # 43528

4-1100-45-50-190-002-0.336

Thank you for using iDocket.com

Total 300.00

P.O. BOX 31023 AMARILLO, TX 79120
CORPORATE: 806-351-1034 FAX: 806-351-2329 TOLL FREE: 800-IDOCKET
WWW.IDOCKET.COM

AI-43827 **Human Resources 10. B.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: 206th District Court **Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

206th District Court (1100):

1. Approval of the following personnel action:

Action	Slot #	Position Title	Proposed Budgeted Salary
Create	0006	Court Clerk	$ 26,000.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-004-001-0-XXX

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

BUDGETARY IMPACT:

FUNDING IS UNDETERMINED.

Attachments

PAR & JOB DESCRIPTION
salary schedule
fiscal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 07:42 AM
Obdett Calzada	Obdett Calzada	03/28/2014 04:11 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Sylvia Rios Started On: 03/27/2014 01:53 PM

Final Approval Date: 03/28/2014

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 28 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 206th District Court 004-001 **DATE:** 03/27/14

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0006

REQUESTED POSITION TITLE: Court Clerk
(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 Current Budgeted Salary $ $26,000 Proposed Budgeted Salary $ $26,000.00 Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Due to a hailstorm in 2012, there has been 4,953 hailstorm cases filed (as of 3/10/2014 according to the District Clerk's office. All hailstorm cases filed in district court have been assigned to the 206th Court for pretrial purposes. This has created an extraordinary increase in staff work. I am humbly requesting one full-time permanent clerical staff employee to assist with this great increased work load for my staff. (The 206th is also assigned MDL hailstorm cases from the county-courts-at-law. The 206th still has its regular docket and case assignments. Hailstorm cases continue to be filed on a daily basis.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3/27/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez Lopez HUMAN RESOURCES DIRECTOR	03.28.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	03/28/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

REVIEWED BY
OFFICE OF EXECUTIVE OFFICER
for Valde Buena

HIDALGO COUNTY DISTRICT COURTS

COURT CLERK

GENERAL DESCRIPTION

Under the general direction of the District Judge and Court Coordinator. Duties include answering telephone calls, updating court docket information, posting, sorting and processing court records, data inquiry, as well as other related duties as assigned. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with department functions, policies, and practices.

EXAMPLES OF WORK PERFORMED

Clerical work (i.e. answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filings, etc.)

Make copies; file forms and files

Fax documents; prepare forms

Retrieve files; update court docket

Post, sort, and process court records

Conduct limited research of records

Regular attendance is a must

Ability to work well with others

Assist in scheduling court hearings

Assist in making daily docket entries (from court hearings) on court files

Other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year clerical or legal experience

Must have good computer skills

Good communication skills

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

Certificates, Licenses, Registration

Must have a current valid Texas motor vehicle operator's license and must have liability insurance

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

Must have a clear criminal record

Knowledge, Skills, and Abilities

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

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 required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus and view computer monitors.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- following instructions for performing certain duties
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others in a professional high stress environment
- 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

4-1100-412-00-004-001-0

AI - 43827

206TH DC

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	COURT REPORTER	$83,797.00	$0.00	$83,797.00	0	$0.00	$0.00	$83,797.00	$83,797.00	$600.00	$0.00	$0.00	$0.00	$0.00	$84,397.00
0002	113	COURT COORDINATOR	$79,314.00	$0.00	$79,314.00	0	$0.00	$0.00	$79,314.00	$79,314.00	$840.00	$0.00	$0.00	$0.00	$0.00	$80,154.00
0003	113	ASST CRT COOR	$41,156.00	$0.00	$41,156.00	0	$0.00	$0.00	$41,156.00	$41,156.00	$360.00	$4,500.00	$0.00	$0.00	$0.00	$46,016.00
0004	113	BAILIFF	$43,853.00	$0.00	$43,853.00	0	$0.00	$0.00	$43,853.00	$43,853.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$45,353.00
0005	111	DISTRICT JUDGE	$18,000.00	$0.00	$18,000.00	0	$0.00	$0.00	$18,000.00	$18,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$28,373.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0006	113	COURT CLERK	$0.00	$26,000.00	$26,000.00	0	$0.00	$0.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$266,120.00	$26,000.00	$292,120.00		$0.00	$0.00	$292,120.00	$266,120.00	$1,800.00	$6,000.00	$0.00	$10,373.00	$0.00	$284,293.00

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

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: **Wednesday, April 02, 2014**

Agenda Item: **43827**

Summary of request/proposal:
206TH DC-
APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	COURT CLERK	0006	113	0.00	26,000.00	26,000.00
				0.00	26,000.00	26,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-412-00-004-001-0	113	206TH DC	REGULAR FULL TIME	$19,524.90
4-1100-412-00-004-001-0	211	206TH DC	HEALTH INSURANCE	$4,226.39
4-1100-412-00-004-001-0	212	206TH DC	LIFE INSURANCE	$28.21
4-1100-412-00-004-001-0	220	206TH DC	FICA	$1,493.66
4-1100-412-00-004-001-0	230	206TH DC	RETIREMENT	$2,126.26
4-1100-412-00-004-001-0	250	206TH DC	UNEMPLOYMENT COMP	$111.29
4-1100-412-00-004-001-0	260	206TH DC	WORKER'S COMP	$33.19
			2014 Budgetary Impact	$27,543.90

2015 Budgetary Impact: $36,678.36

Possible Funding Sources: **UNDETERMINED.**

Comments:

AI-43778 **Human Resources 10. C.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: District Attorney's Office **Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

District Attorney - Bad Checks (1222):
1. Approval of the following personnel action(s):

Action	*Position Title*	*Slot No.*	*Dept/ Program*	*Budgeted Salary*
Delete	Developer & System Engineer	0003	080-006	$75,594.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT. PROJECTED LAPSED FUNDS WERE TRANSFERRED TO OBJECT CODE 311 (MANAGEMENT CONSULTING SERVICES) ON CC 03-28-14 TO COVER THE COST OF CONTRACT, HIDALGO COUNTY

REF: CC CONSENT AI- 43717 /2. C. 2014 Intradept. (line item) Transfer
REF: CC REGULAR AI- 43639/ 22. D. 1. Purchasing Department (CONTRACT)

Attachments

FISCAL NOTE
REVISED SALARY SCHEDULE
PAR form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 08:28 AM
Obdett Calzada	Obdett Calzada	03/28/2014 08:44 AM
Rosalinda Cantu	Rosie Cantu	03/28/2014 02:14 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Sylvia Rios Started On: 03/26/2014 08:28 AM

Final Approval Date: 03/28/2014

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: **Wednesday, April 02, 2014**

Agenda Item: **43778**

Summary of request/proposal:
DA's - Bad Checks (1222): Approval to delete the following full time position:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1222	DEVELOPER & SYSTEM ENGINEER	0003	113	75,594.00	0.00	(75,594.00)
				75,594.00	0.00	(75,594.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1222-412-00-080-006-0	113	D.A. BAD CK	REG F/T EMPLOYEES	($56,767.91)
4-1222-412-00-080-006-0	211	D.A. BAD CK	HEALTH INSURANCE	($4,226.39)
4-1222-412-00-080-006-0	212	D.A. BAD CK	LIFE INSURANCE	($20.28)
4-1222-412-00-080-006-0	220	D.A. BAD CK	FICA	($4,342.74)
4-1222-412-00-080-006-0	230	D.A. BAD CK	RETIREMENT	($6,182.03)
4-1222-412-00-080-006-0	250	D.A. BAD CK	UNEMPLOYMENT COMP	($323.58)
4-1222-412-00-080-006-0	260	D.A. BAD CK	WORKER'S COMP	($51.09)
			2014 Budgetary Impact	($71,914.02)

2015 Budgetary Impact: ($95,773.61)

Possible Funding Sources: **NO BUDGETARY IMPACT**

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1222-412-00-080-006-0

AI - 43778

DA BAD CK

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	
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0003~~	~~113~~	~~DEVELOPER & SYSTEM ENGINEER~~	~~$75,594.00~~	~~$0.00~~	~~$75,594.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$75,594.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0031	114	COORDINATOR I	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$30,066.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,066.00
			$35,391.00	$0.00	$35,391.00		$0.00	$0.00	$35,391.00	$30,066.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,066.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTION IS PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 26 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office/ 080-006

DATE: 03/25/2014

CURRENT POSITION TITLE: Developer & System Engineer

NEW SLOT. #: 003

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 75,594.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ -75,594.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

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

Employee is retiring and his duties will be taken over by the county IT Department.

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

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

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	03/25/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	03.26.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	03/28/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-43671 **Human Resources** **10. D.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: District Attorney's Office **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

District Attorney's Office (General Fund 1100 / DA Investigation 1223):
1. Approval of the following personnel actions:

Action	*Position Title*	*Slot No.*	*Dept/ Program*	*Current Budgeted Salary*	*Proposed Budgeted Salary*
Delete	Administrative Assistant IV	0059	Gen Fund (080-002)	$34,469.00	-0-
		0035	DA Inv. (080-007)	$6,991.00	-0-
Create	Accountant III	0108	Gen Fund (080-002)	-0-	$34,469.00
		0119	DA Inv. (080-007)	-0-	$6,991.00

2. Approval of revised salary schedule(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** SEE BELOW

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

DA INVESTIGATION HB65-
4-1223-412-00-080-007-0-XXX
NO BUDGETARY IMPACT

CRIM DA-
4-1100-412-00-080-002-0-XXX
NO BUDGETARY IMPACT

Attachments

JOB DESCRIPTION
FISCAL NOTE
PAR FORM
REVISED SALARY SCHEDULES

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 07:34 AM
Rosalinda Cantu	Rosie Cantu	03/21/2014 03:19 PM
Obdett Calzada	Debbie Tamez	03/26/2014 09:17 AM
Human Resources	Diana Munoz	03/26/2014 03:52 PM
Rosalinda Cantu	Rosie Cantu	03/27/2014 07:47 AM
Obdett Calzada	Obdett Calzada	03/27/2014 01:40 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Diana Munoz Started On: 03/19/2014 02:02 PM

Final Approval Date: 03/28/2014

HIDALGO COUNTY

ACCOUNTANT III

GENERAL DESCRIPTION

Employee will perform moderately complex accounting work. Work involves preparing financial statements, records, documents, or reports. Employee may specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, or bond servicing. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment and may supervise the work of others.

EXAMPLES OF WORK PERFORMED

Prepares and/or oversees the preparation of financial statements with schedules and exhibits

Prepares and/or oversees the preparation of technical reports on estimates, cost data, and budget items

Prepares and posts various vouchers and audits them for accuracy

Prepares monthly status analyses of funds and expenditures

Prepares various reports on federal grants, regulations, and statistics, as required

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Assists in planning procedures and regulations to control the disbursement of allocated funds and in preparing letters of instruction, manual revisions, and related forms as necessary

Serves as a consultant on accounting matters to administrative, supervisory, or technical staff, and assists agency administrators in applying financial data to the resolution of administrative or operating problems

Provides technical assistance to technical and lower-level accounting staff in clarifying operating problems, such as the allocation of income or expenses; cost accounting procedures; the closing, correcting, or adjusting of journal entries; and the preparation of special exhibits and schedules

Recommends improvements, adaptations, or revisions to the accounting system and accompanying procedures

May train staff on the maintenance of accounting records on expenditures and revenue collected, the posting of general ledgers, and the posting of journals

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) to three (3) years of progressive experience in accounting, governmental accounting, or commercial accounting

Graduation from an accredited four-year college or university with a Bachelor's in Business Administration with major coursework in Accounting or Finance with 15 hours of accounting courses

Knowledge, Skills, and Abilities

Knowledge of accounting principles and procedures; of budget controls; and of purchasing methods and procedures

Knowledge of MS Word, Excel and 10-key calculator

Ability, to perform complex accounting transactions, to interpret laws and regulations, to interpret and apply accounting theory

Ability to supervise the work of others

Knowledge of Uniform Grants Management Standards (UGMS) and GAAP

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, April 01, 2014**

Agenda Item: **43671**

Summary of request/proposal:
DA INVESTIGATION HB65 (1223):
APPROVAL TO DELETE ONE REGULAR FULL TIME ADMINISTRATIVE ASSISTANT IV POSITION PARTIALLY PAID FROM DA INVESTIGATION HB65 (1223); APPROVAL TO CREATE ONE REGULAR FULL TIME ACCOUNTANT III POSITION TO BE PARTIALLY PAID FROM DA INVESTIGATION HB65 (1223), AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ADMINISTRATIVE ASSISTANT IV	0035	113	6,991.00	0.00	(6,991.00)
1223	ACCOUNTANT III	0119	113	0.00	6,991.00	6,991.00
				6,991.00	6,991.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65-	REGULAR FULL TIME	$0.00
4-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
4-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
4-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$0.00
4-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$0.00
4-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$0.00
4-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.00
			2014 Budgetary Impact	$0.00

2015 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office/ 080-002 080-007

DATE: 01/30/2014

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT IV

SLOT. #: 0059 (080-002) 0035 (080-007)

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE SLOT

POSITION SALARY REQUEST:

2C (CrimDA 080-002) (DA Invs. 080-007) (HB65)

Salary Amount:			
$ 34,469.00	$ 0.00	$	-34,469.00
$ 6,991.00			-6,991.00
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 4-1100-412-00-080-002-0-113 & 4-1223-412-00-080-007-0-113

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

Positions will be recreated as an Accountant position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

080-002 slot 059

080-007 slot 035

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	01/30/2014			
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez Lopez	03.19.14			
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature]	03/20/14			
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office/ 080

DATE: 03/10/2014

CURRENT POSITION TITLE: ~~ACCOUNTANT III~~ pfc

SLOT. #: 108 (080-002)
0119 (080-007)

REQUESTED POSITION TITLE: Accountant III

REQUEST FOR:

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- pc (Current Budgeted Salary) $ 34,469.00 – Gen Fund (080-002) 6,991.00 – DA Inv. (080-007) pc (Proposed Budgeted Salary) 34,469.00-Gen Fund 6,991.00-DA Inv. (Net Change)

Position to be funded from one of the following:

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

☒ Other 4-1100-412-00-080-002-0-113 & 4-1223-412-00-080-007-0-113

POSITION Type:

Full Time Employee Object 113 X | Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Positions needed to keep the accounting of the different accounts in our office.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	03/10/2014			
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez Lopez	03.19.14			
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature]	03/20/14			
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1223-412-00-080-007-0

DA INVESTIGATION HB 65

AI- 43671

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	113	ASSISTANT DISTRICT ATTORNEY IV	$12,687.00	$0.00	$12,687.00	0	$0.00	$0.00	$12,687.00	$12,687.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,687.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$11,679.00	$0.00	$11,679.00	0	$0.00	$0.00	$11,679.00	$7,557.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,557.00
0023	113	CRIMINAL INVESTIGATOR I	$3,880.00	$0.00	$3,880.00	0	$0.00	$0.00	$3,880.00	$1,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,880.00
0027	113	HUMAN RESOURCES COORDINATOR IV	$6,354.00	$0.00	$6,354.00	0	$0.00	$0.00	$6,354.00	$6,354.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,354.00
0028	113	EXECUTIVE ASSISTANT II	$15,091.00	$0.00	$15,091.00	0	$0.00	$0.00	$15,091.00	$15,091.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,091.00
0029	113	EXECUTIVE ASSISTANT I	$6,597.00	$0.00	$6,597.00	0	$0.00	$0.00	$6,597.00	$6,597.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,597.00
0030	113	EXECUTIVE ASSISTANT I	$6,136.00	$0.00	$6,136.00	0	$0.00	$0.00	$6,136.00	$6,136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,136.00
0031	113	ADMINISTRATIVE ASSISTANT II	$7,544.00	$0.00	$7,544.00	0	$0.00	$0.00	$7,544.00	$5,006.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,006.00
0032	113	EXECUTIVE ASSISTANT I	$6,636.00	$0.00	$6,636.00	0	$0.00	$0.00	$6,636.00	$6,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,636.00
0033	113	ACCOUNTANT IV	$6,678.00	$0.00	$6,678.00	0	$0.00	$0.00	$6,678.00	$6,678.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,678.00
0034	113	ADMINISTRATIVE ASSISTANT IV	$7,194.00	$0.00	$7,194.00	0	$0.00	$0.00	$7,194.00	$7,194.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,194.00
~~0035~~	~~113~~	**DELETE THE FOLLOWING FULL TIME POSITION:** ~~ADMINISTRATIVE ASSISTANT IV~~	~~$6,991.00~~	~~$0.00~~	~~$6,991.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$6,991.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0036	113	ADMINISTRATIVE ASSISTANT IV	$7,238.00	$0.00	$7,238.00	0	$0.00	$0.00	$7,238.00	$7,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,238.00
0037	113	ADMINISTRATIVE ASSISTANT IV	$7,138.00	$0.00	$7,138.00	0	$0.00	$0.00	$7,138.00	$7,138.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,138.00
0038	113	ADMINISTRATIVE ASSISTANT IV	$6,391.00	$0.00	$6,391.00	0	$0.00	$0.00	$6,391.00	$6,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,391.00
0039	113	ADMINISTRATIVE ASSISTANT IV	$6,238.00	$0.00	$6,238.00	0	$0.00	$0.00	$6,238.00	$6,238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,238.00
0040	113	ADMINISTRATIVE ASSISTANT IV	$6,000.00	$0.00	$6,000.00	0	$0.00	$0.00	$6,000.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,000.00
0041	113	ADMINISTRATIVE ASSISTANT III	$6,246.00	$0.00	$6,246.00	0	$0.00	$0.00	$6,246.00	$6,246.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,246.00
0042	113	ADMINISTRATIVE ASSISTANT II	$7,183.00	$0.00	$7,183.00	0	$0.00	$0.00	$7,183.00	$7,183.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,183.00
0043	113	ADMINISTRATIVE ASSISTANT III	$6,141.00	$0.00	$6,141.00	0	$0.00	$0.00	$6,141.00	$6,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,141.00
0044	113	ADMINISTRATIVE ASSISTANT II	$5,644.00	$0.00	$5,644.00	0	$0.00	$0.00	$5,644.00	$5,644.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,644.00
0045	113	ADMINISTRATIVE ASSISTANT II	$6,150.00	$0.00	$6,150.00	0	$0.00	$0.00	$6,150.00	$5,537.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,537.00
0047	113	ADMINISTRATIVE ASSISTANT I	$9,374.00	$0.00	$9,374.00	0	$0.00	$0.00	$9,374.00	$9,374.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,374.00
0048	113	ADMINISTRATIVE ASSISTANT II	$7,747.00	$0.00	$7,747.00	0	$0.00	$0.00	$7,747.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0049	113	ADMINISTRATIVE ASSISTANT II	$4,088.00	$0.00	$4,088.00	0	$0.00	$0.00	$4,088.00	$4,088.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,088.00
0050	113	ADMINISTRATIVE ASSISTANT II	$5,683.00	$0.00	$5,683.00	0	$0.00	$0.00	$5,683.00	$5,183.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,183.00
0052	113	ADMINISTRATIVE ASSISTANT II	$7,183.00	$0.00	$7,183.00	0	$0.00	$0.00	$7,183.00	$7,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,032.00
0053	113	ADMINISTRATIVE ASSISTANT II	$6,101.00	$0.00	$6,101.00	0	$0.00	$0.00	$6,101.00	$6,101.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,101.00
0062	113	ASSISTANT DISTRICT ATTORNEY III	$11,276.00	$0.00	$11,276.00	0	$0.00	$0.00	$11,276.00	$11,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,276.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1223-412-00-080-007-0

DA INVESTIGATION HB 65

AI- 43671

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	
0066	113	ASSISTANT DISTRICT ATTORNEY II	$4,466.00	$0.00	$4,466.00	0	$0.00	$3,000.00	$7,466.00	$7,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,466.00
0071	113	ASSISTANT DISTRICT ATTORNEY III	$14,744.00	$0.00	$14,744.00	0	$0.00	$0.00	$14,744.00	$14,744.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,744.00
0082	113	ADMINISTRATIVE ASSISTANT II	$2,000.00	$0.00	$2,000.00	0	$0.00	$0.00	$2,000.00	$1,906.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,906.00
0083	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$3,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,697.00
0084	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,697.00
0085	113	ADMINISTRATIVE ASSISTANT I	$5,913.00	$0.00	$5,913.00	0	$0.00	$0.00	$5,913.00	$5,913.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,913.00
0086	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,697.00
0087	113	ADMINISTRATIVE ASSISTANT I	$4,913.00	$0.00	$4,913.00	0	$0.00	$0.00	$4,913.00	$4,913.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,913.00
0088	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,697.00
0089	113	ADMINISTRATIVE ASSISTANT I	$4,913.00	$0.00	$4,913.00	0	$0.00	$0.00	$4,913.00	$4,913.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,913.00
0090	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,697.00
0091	113	ADMINISTRATIVE ASSISTANT I	$3,340.00	$0.00	$3,340.00	0	$0.00	$0.00	$3,340.00	$3,340.00	$38.54	$0.00	$0.00	$0.00	$0.00	$3,378.54
0092	113	ADMINISTRATIVE ASSISTANT II	$1,500.00	$0.00	$1,500.00	0	$0.00	$0.00	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0093	113	ADMINISTRATIVE ASSISTANT I	$1,913.00	$0.00	$1,913.00	0	$0.00	$0.00	$1,913.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0101	114	INTAKE CLERK	$0.00	$33,280.00	$33,280.00	0	$0.00	$0.00	$33,280.00	$33,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,280.00
T102	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T103	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T104	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T105	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T106	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T107	122	CLERK IV	$0.00	$8,320.00	$8,320.00	0	$0.00	$0.00	$8,320.00	$8,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,320.00
T108	122	CRIMINAL INVESTIGATOR I	$0.00	$5,999.00	$5,999.00	0	$0.00	$0.00	$5,999.00	$5,999.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,999.00
0109	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0110	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0111	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0112	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0113	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0114	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0115	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0116	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1223-412-00-080-007-0

DA INVESTIGATION HB 65

AI- 43671

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	
0117	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0118	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0119	**113**	**CREATE THE FOLLOWING FULL TIME POSITION: ACCOUNTANT III**	**$0.00**	**$6,991.00**	**$6,991.00**	**0**	**$0.00**	**$0.00**	**$6,991.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$268,484.00**	**$71,870.00**	**$340,354.00**		**$0.00**	**$33,000.00**	**$373,354.00**	**$315,405.00**	**$38.54**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$315,443.54**

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

AI-43547 **Human Resources 10. E.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Texas Agrilife Extension Service (1100):

1. Authorization and approval to remove auto allowance from the following positions, effective next full pay period 04/07/14:

Action	*Dept/ Program*	*Slot #*	*Position Title*	*Budgeted Allowance Amount*
Remove Auto Allowance	380-001	0002	4-H Youth Outreach Coordinator	$2,873.00
Remove Auto Allowance	380-001	A005	County Extension Agent - Agriculture	$4,838.00
Remove Auto Allowance	380-001	A006	County Extension Agent - Family & Consumer Science	$4,838.00
Remove Auto Allowance	380-001	0007	Family & Consumer Science Program Assistant	$2,873.00
Remove Auto Allowance	380-001	A008	County Extension Agent - Family Resources	$4,838.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

EMPLOYEES WILL BE PAID ON REIMBURSEMENT BASIS COMMENCING ON 04-07-14 (NEXT FULL PAY PERIOD) PURSUANT TO THE HIDALGO COUNTY TRAVEL POLICY.

FUNDS FROM ESTIMATED FUTURE LAPSED AUTO ALLOWANCE PAY WILL BE TRANSFERRED TO OBJECT CODE 581 UPON CLOSEOUT OF PAY PERIOD 08 .

Attachments

JOB DESCRIPTION

SALARY SCHEDULE

FISCAL NOTE

PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 08:48 AM
Obdett Calzada	Debbie Tamez	03/27/2014 10:43 AM
Rosalinda Cantu	Rosie Cantu	03/28/2014 08:29 AM
Obdett Calzada	Obdett Calzada	03/28/2014 02:56 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Diana Munoz Started On: 03/12/2014 07:31 AM

Final Approval Date: 03/28/2014

HIDALGO COUNTY

CEA- FCS

SUMMARY

The CEA – FCS is responsible for planning, implementing and evaluating Extension educational programs in the County in accordance with the policies and procedures of the Texas Agricultural Extension Service and under existing agreements between The Texas A&M University System, the United States Department of Agriculture and the County Commissioners' Court. The responsibilities of the County Extension Agent are County staff members under the supervision of the assigned District Extension Director. Under the supervision of the CEA – County Coordinator.

EXAMPLES OF WORK PERFORMED

Planning:

Assumes responsibility for planning with communities, groups and organizations to conduct educational programs and activities

Plans evaluation techniques for significant program activities

Plans regularly with the total staff to coordinate programming efforts

Program Implementation:

Assumes leadership responsibility in implementing the planned educational programs and activities in assigned program areas

Supports and assists in the implementation of educational programs and activities in program areas for which other staff members have assigned leadership responsibilities

Assumes leadership or serves in a supporting role in implementing emergency programs as needs arise

Identifies, recruits and trains local leaders to enable them to effectively perform their duties in committees, clubs and organizations

Uses a variety of teaching methods, techniques, activities and materials in conducting educational programs

Complies with the provisions of Title VI of the Civil Rights Act of 1964 and the Affirmative Action Plan of the Texas Agricultural Extension Service in conducting Extension educational programs

Works with and supports Extension-sponsored groups such as 4-H clubs and Extension homemaker clubs toward the achievement of increased participation and strengthened programs

Evaluation:

Uses appropriate evaluation techniques to determine the progress of program activities in reaching the objectives of the County program

Uses evaluation findings and suggestions from the people in making program revisions

Reporting:

Maintains appropriate communications with County, district and administrative staffs to facilitate full understanding of the County program

Prepares annual, monthly and special reports to show results of planning, program accomplishments and changes in the behavior of people resulting from the educational programs; reports are shared with appropriate individuals and groups

Office Management:

Maintains a neat, attractive office which facilitates effective working conditions and represents a favorable image

Keeps informed on Extension policy, research reports and publications which are applicable to program responsibilities and position description

Participates in regularly scheduled County staff conferences to coordinate plans, activities and joint work to promote staff teamwork and to make the best use of each agent's time

Cooperates in the maintenance of uniform files, up-to-date mailing lists, membership rolls of Extension-related organizations and up-to-date inventories

Keeps informed on and complies with the Equal Employment Opportunity Program of the Texas Agricultural Extension Service

Cooperates with the County coordinator and other staff members in the development and implementation of an EEO Action Plan for the County office unit

Participates in recruiting, employing, training and other related activities for secretarial and paraprofessional personnel the agent supervises or jointly supervises in accord with the policies and procedures of the Equal Employment Opportunity Program for the Texas Agricultural Extension Service

Conducts annually a performance review with each secretary or other non professional staff member the agent is assigned to supervise or coordinates with other staff members with joint supervision responsibilities for the review

Professional Improvement:

Develops a long-range professional improvement plan with the appropriate District Extension Director

Participates in formal and informal training opportunities to increase knowledge and skills and keep up to date on technical advances

Supervisory:

Works under the supervision of the appropriate district Extension director

Provides leadership for the work of the County staff members for whom training responsibilities have been assigned

Coordinative:

Works cooperatively with the County coordinator and other staff members and participates regularly in staff conferences to coordinate planning, implementing and evaluating the County program to meet the needs of the people

Public:

Maintains good relations with all Extension publics

Represents Texas A&M University as a professional staff member

County Coordinator Role:

Those individuals assigned County coordinator will fulfill assignments as specified by the district Extension director

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

Regular attendance is a must

Performs such other duties which may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's Degree in Family & Consumer Sciences or related field from an accredited college or university

Graduate degree in related field

Two (2) years experience in field; computer experience

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

Certificates, Licenses, & Registrations

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

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY

FAMILY & CONSUMER SCIENCES PROGRAM ASSISTANT

SUMMARY

Works under the supervision of a County Extension Agent-Family and Consumer Services who is delegated this responsibility by the County Coordinator. The Assistant works with limited income families, individually and in groups to improve the quality of life through programs in family and consumer sciences.

EXAMPLES OF WORK PERFORMED

Planning: Under the supervision of the supervising agent the Program Assistant:

Plans site visits and group meetings for limited income families

Develops plans for each family for helping them achieve their family goals as they relate to all areas of home and family living

Plans neighborhood recognition events with the target clientele and their families

Assists in identifying limited income families as potential program families and volunteer leaders for Extension youth programs

Develops weekly time plans/schedules of work

Uses scheduled time to plan daily records of home visits, group meetings, number and ethnic origin or the clientele, how time was spent, hours worked, mileage and for making other required reports within the job responsibility

Plans ways to foster leadership growth and personal development among limited-income clientele and their families

Develops plans for reaching prospects and volunteer leaders, both adult and youth

Uses time wisely to study reaching materials provided by agents and develop teaching materials, if needed for use in teaching families

Plans way to help families participate in other Extension Service programs

Implementing

Making individual visits for enrolling and working with families

Works with families in small group sessions to teach family resource management, parenting, leadership and health information in English and Spanish

Works with program families to gain support in enrolling individual homemakers and group members

Assists families to become participants in community and neighborhood achievement events

Identifies and reports to supervising agent prospects for program assistant, homemakers or volunteer leaders (adult and youth) to work with ongoing programs of Extension family and consumer sciences

Follows weekly time plan or schedule for reaching families. Notifies supervising agent if schedule is changed

Keeps daily records and reports of home visits, group meetings, number and ethnic origin of the homemakers, how time was spent, hours worked, mileage and other information as instructed

Secures family information, family records and needs assessments in determining teaching needs

Uses teaching materials developed by agent and develops additional teaching materials for working with families if needed

Keeps informed of available resources and notified families about the services

Encourages family members to participate in other Extension programs and assists with their progression

Keeps the supervising agent informed of needs of individuals and families

Evaluating

Assists supervising agent in collecting needed materials and information from families for use in evaluating progress;
Works with supervising agent on records kept on families for determining training needs and changes made in managing their households for an improved quality of life;
Participates in performance evaluation conferences with supervising agent;

Reporting

Prepares required daily, weekly, monthly and annual reports and records

Gives reports to County Extension staff and others upon request and with approval and assistance of the supervising agent

Keeps up-to-date individual family file on all families enrolled and participating

Makes reports of family progress to supervising agents. Confers with them as needed

Training

Participates in all training activities designed for paraprofessionals
- Initial training
- Weekly training
- Other scheduled training

Participates in conferences with supervising agent as requested, on an individual or group basis

Makes improvements so that up-to-date information can be available to families

Keeps informed on the Equal Employment Opportunity Program of the Texas Agricultural Extension Service and the Texas A&M University System

Participates in an equal performance review interview with the supervising agent

Organizational

Works under the direct supervision of the Extension agent delegated immediate supervisory responsibility

Assists the local county Extension staff to implement an educational program for low-income homemakers and their families

Notifies supervising agent when plans change

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED); college hours preferred

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

Must have computer skills

One (1) year relevant experience

KNOWLEDGE, SKILLS & ABILITIES:

The County Extension Program Assistant should possess the following qualifications.

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

Characteristics of maturity to be able to meet problems encountered

Sincere desire to learn and to improve own situation by applying skills and managing personal affairs

A desire to share knowledge and skills with low-income families to help them improve their situation

Sensitivity to the values of others and have empathy, understanding and respect for people in the area, regardless of their economic and social situation

Have background which includes practical homemaking experience with home situation common to the area

Have the ability and willingness to understand, accept the follow through with necessary training in order to be able to inspire, motivate and teach others

Be well adjusted, patient and receptive to training and supervision

Evidence of good health as shown by physical examination

Evidence of leadership ability

Willingness to successfully complete orientation training for new employees and all subsequent in-service training; as well as training which may require travel outside the assigned headquarters

Has ability and willingness to make and keep required records and reports and to keep information confidential

Able to read, write and understand materials that will be used in teaching

Able to read, write and speak Spanish in predominately Mexican-American areas and English where applicable

Certificates, Licenses, & Registrations

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

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY

CEA- FR

SUMMARY

The responsibilities of the County Extension Agent are performed in a professional manner through coordination and cooperation with other County staff members under supervision of the assigned administrator.

EXAMPLES OF WORK PERFORMED

Program Implementation:

Responsible for implementing the planned educational programs and activities in assigned program areas

Supports and assists in the implementation of educational program and activites in program areas for which other staff members have assigned leadership responsibilities

Provides leadership or serves in a support role in implementing educational programs which address critical issues and/or emerging needs

Identifies, recruits, and trains local volunteer leaders to enable them to effectively perform their duties while serving on committees, clubs, and/or organizations

Utilizes a variety of teaching methods, strategies/techniques, activities, and materials in conducting educational programs

Complies with the provisions of Title VI of the Civil Rights Act of 1964 and the Affirmative Action Plan of Texas Agrilife Extension Service in conducting Extension educational programs

Works with and supports Extension-sponsored groups, such as 4-H clubs, Texas Extension Education Association clubs, and master volunteer groups toward the achievement of increased participation and strengthened programs

Program Planning:

Responsible for planning with committees, task forces, groups, and organizations to conduct educational programs and activities

Develops comprehensive outcome and output program plans which address base programs, critical issues and clientele needs

Plans evaluation strategies for outcome directed programs and significant program activities

Plans regularly with the total staff to coordinate programming efforts

Coordinates and collaborates with other agencies, groups and organizations to plan educational programs

Program Evaluation:

Utilizes appropriate evaluation strategies/techniques to determine the progress of outcome programs and other program activities in reaching the objectives of the County program

Utilizes evaluation results to make program revisions and modifications

Utilizes evaluation data and program outcomes to interpret program impacts to elected officials, key leaders and stakeholders

Reporting and Interpretation:

Maintains appropriate communications with County, District, and administrative staffs to facilitate comprehensive understanding of the County program

Prepares monthly, annual and special reports and outcome program summaries to demonstrate results of planning, program accomplishments, and changes in behavior resulting from the educational programs

Conducts multiple interpretation events for the County and state elected officials to report on program accomplishments and outcomes

Individual Development:

Develops a long-range professional improvement plan with the appropriate District Extension Administrator and appropriate input from Regional Program Directors

Develops annual individual development plan which addresses short term professional improvement needs and career goals

Participates in formal and informal training opportunities to increase knowledge and skills and maintain technical competencies

Office Management:

Maintains a neat office which facilitates effective working conditions and presents a favorable image

Keeps informed on Extension policy, research reports, and publications which are applicable to program responsibilities and postion description

Participates in regularly scheduled County staff conferences to coordinate plans, activities, and joint work to promote staff teamwork and the make the best use of each agent's time

Assistance in the maintenance of files, mailing lists, membership rolls of Extension-related organizations, and inventories

Keeps informed on and complies with the Equal Employment Opportunity Program of Texas Agrilife Extension Service. Cooperates with County Coordinator and other staff members in the development and implementation of an EEO Action Plan for the County office unit

Participates in recruiting, employing, training, and other related activities for secretarial and paraprofessional personnel the agent supervises or jointly supervises in accord with the policies and procedures of the Equal Employment Opportunity Program of Texas Agrilife Extension Service

Conducts annual performance review with each support staff member the agent is assigned to supervise or coordinates with other staff members with joint supervision responsibilities for the review

Other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Master's Degree in appropriate discipline (Bachelor degree with 8 year agreement to obtain Master's) NOTE: Urban designated counties require completed Master's degree

Graduate degree in home economics/human ecology related concentration, family and consumer science education or field closely related to job responsibilities

Demonstrat professional and technical competencies in areas related to assigned County

Computer competencies required

KNOWLEDGE, SKILLS & ABILITIES:

Strong service ethic and desire to work with all audiences in assigned County, regardless of socioeconomic level, race, color, sex, religion, disability or national origin

Ability to communicate effectively

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

Travel connected with official duties may be required. This may include attendance at night and/or weekend meetings, participation in out-of-county events

Must have willingness to work necessary hours to fulfill job responsibilities (some evenings and weekends)

Must reside in assigned County

Certificates, Licenses, & Registrations

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

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-461-00-380-001-0

TX AGRILIFE EXT

AI- 43547

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	
		APPROVAL TO REMOVE AUTO ALLOWANCE →												**0.00**		
0002	**113**	**4H YOUTH OUTREACH COORD**	**$34,804.00**	**$0.00**	**$34,804.00**	**0**	**$0.00**	**$0.00**	**$34,804.00**	**$34,804.00**	**$540.00**	**$0.00**	**$0.00**	**~~$2,873.00~~**	**$0.00**	**$35,344.00**
0003	113	ADMINISTRATIVE ASSISTANT II	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$31,045.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,405.00
0004	113	ADMINISTRATIVE ASSISTANT II	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$31,045.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$32,125.00
		APPROVAL TO REMOVE AUTO ALLOWANCE →												**0.00**		
A005	**113**	**CEA - AGRICULTURE**	**$0.00**	**$0.00**	**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$24,868.00**	**~~$4,838.00~~**	**$0.00**	**$24,868.00**
		APPROVAL TO REMOVE AUTO ALLOWANCE →												**0.00**		
A006	**113**	**C E A-FCS**	**$0.00**	**$0.00**	**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$24,868.00**	**~~$4,838.00~~**	**$0.00**	**$24,868.00**
		APPROVAL TO REMOVE AUTO ALLOWANCE →												**0.00**		
0007	**113**	**FML & CNSMR SCNC PRG ASST**	**$23,864.00**	**$0.00**	**$23,864.00**	**0**	**$0.00**	**$0.00**	**$23,864.00**	**$23,864.00**	**$360.00**	**$0.00**	**$0.00**	**~~$2,873.00~~**	**$0.00**	**$24,224.00**
		APPROVAL TO REMOVE AUTO ALLOWANCE →												**0.00**		
A008	**113**	**CEA-FR**	**$0.00**	**$0.00**	**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$20,475.00**	**~~$4,838.00~~**	**$0.00**	**$20,475.00**
A009	113	COORDINATOR	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,475.00	$0.00	$0.00	$20,475.00
A010	113	C E A - 4-H	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,195.00	$0.00	$0.00	$17,195.00
0011	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0012	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
		TOTAL	**$176,946.00**	**$0.00**	**$176,946.00**		**$0.00**	**$0.00**	**$176,946.00**	**$176,946.00**	**$2,340.00**	**$0.00**	**$107,881.00**	**$0.00**	**$0.00**	**$287,167.00**

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

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: **Wednesday, April 02, 2014**

Agenda Item: **43547**

Summary of request/proposal:
TEXAS AGRILIFE EXTENSION SERVICES (1100):
APPROVAL TO REMOVE AUTO ALLOWANCE AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	4H YOUTH OUTREACH COORD	0002	118	2,873.00	0.00	(2,873.00)
1100	CEA - AGRICULTURE	A005	118	4,838.00	0.00	(4,838.00)
1100	C E A-FCS	A006	118	4,838.00	0.00	(4,838.00)
1100	FML & CNSMR SCNC PRG ASST	0007	118	2,873.00	0.00	(2,873.00)
1100	CEA-FR	A008	118	4,838.00	0.00	(4,838.00)
				20,260.00	0.00	(20,260.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-461-00-380-001-0-	113	TX AGRILIFE EXT-	REGULAR FULL TIME	$0.00
4-1100-461-00-380-001-0-	118	TX AGRILIFE EXT-	AUTO ALLOWANCE	($14,981.53)
4-1100-461-00-380-001-0-	211	TX AGRILIFE EXT-	HEALTH INSURANCE	$0.00
4-1100-461-00-380-001-0-	212	TX AGRILIFE EXT-	LIFE INSURANCE	$0.00
4-1100-461-00-380-001-0-	220	TX AGRILIFE EXT-	FICA	($1,146.09)
4-1100-461-00-380-001-0-	230	TX AGRILIFE EXT-	RETIREMENT	($1,631.49)
4-1100-461-00-380-001-0-	250	TX AGRILIFE EXT-	UNEMPLOYMENT COMP	($85.39)
4-1100-461-00-380-001-0-	260	TX AGRILIFE EXT-	WORKER'S COMP	($773.05)
			2014 Budgetary Impact	($18,617.55)

2015 Budgetary Impact: ($25,177.10)

Possible Funding Sources: **NO BUDGETARY IMPACT**

Comments: **EMPLOYEES WILL BE PAID ON REIMBURSEMENT BASIS COMMENCING ON 04-07-14 (NEXT FULL PAY PERIOD)**

PURSUANT TO THE HIDALGO COUNTY TRAVEL POLICY. FUNDS FROM ESTIMATED FUTURE LAPSED AUTO ALLOWANCE PAY WILL BE TRANSFERRED TO OBJECT CODE 581 (TRAVEL-IN COUNTY) UPON CLOSEOUT OF PAY PERIOD 08 .

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED MAR 06 2014 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Texas A&M AgriLife Extension Service - Hidalgo County (380-001)

DATE: March 6, 2014

CURRENT POSITION TITLE:
4-H Youth Outreach Coordinator

CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Remove Auto Allowance

POSITION SALARY REQUEST:

1	$2,873.00	$0	$ (2,873.00)
NO. OF POSITIONS	CURRENTSALARY/ ALLOWANCE	PROPOSED SALARY/ ALLOWANCE	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 funds allocated in auto allowance (obj. code 118) will be transferred to travel (obj.code 581)

POSITION TYPE:

Full Time Employee Object 113 [X] 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 [ ]

Non-Exempt [ ]

N/A [ ]

FLSA:

Exempt [X]

Non-Exempt [ ]

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

To accurately reimburse employee for actual miles incurred.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Barbara Flores	DEPARTMENT HEAD	3/6/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez by Sylvia Rios	HUMAN RESOURCES DIRECTOR	03.26.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	03/28/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 06 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Texas A&M AgriLife Extension Service - Hidalgo County (380-001)

DATE: March 6, 2014

CURRENT POSITION TITLE:
County Extension Agent - Agriculture

CURRENT SLOT. #: A005

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Remove Auto Allowance

POSITION SALARY REQUEST:

1	$4,838.00	$0	$ (4,838.00)
NO. OF POSITIONS	CURRENTSALARY/ ALLOWANCE	PROPOSED SALARY/ ALLOWANCE	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 funds allocated in auto allowance (obj. code 118) will be transferred to travel (obj.code 581)

POSITION TYPE:

Full Time Employee Object 113 [X] 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 [X]
Non-Exempt [ ]
N/A [ ]

FLSA:

Exempt [X]
Non-Exempt [ ]

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

To accurately reimburse employee for actual miles incurred.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Barbara Stevens DEPARTMENT HEAD	3/6/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Lortz by Sylvia Rios HUMAN RESOURCES DIRECTOR	03.26.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	03/28/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED MAR 06 2014 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Texas A&M AgriLife Extension Service - Hidalgo County (380-001)

DATE: March 6, 2014

CURRENT POSITION TITLE:
County Extension Agent - Family & Consumer Science

CURRENT SLOT. #: A006

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Remove Auto Allowance

POSITION SALARY REQUEST:

1	$4,838.00	$0	$ (4,838.00)
NO. OF POSITIONS	CURRENTSALARY/ ALLOWANCE	PROPOSED SALARY/ ALLOWANCE	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 funds allocated in auto allowance (obj. code 118) will be transferred to travel (obj.code 581)

POSITION TYPE:

Full Time Employee Object 113 [X] 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 [X]
Non-Exempt [ ]
N/A [ ]

FLSA:

Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
To accurately reimburse employee for actual miles incurred.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Barbara Stern	DEPARTMENT HEAD	3/6/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez by Sylvia Rios	HUMAN RESOURCES DIRECTOR	03.26.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	03/28/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 06 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Texas A&M AgriLife Extension Service - Hidalgo County (380-001)

DATE: March 6, 2014

CURRENT POSITION TITLE:
Family & Consumer Science Program Assistant

CURRENT SLOT. #: 0007

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Remove Auto Allowance

POSITION SALARY REQUEST:

1	$2,873.00	$0	$ (2,873.00)
NO. OF POSITIONS	CURRENTSALARY/ ALLOWANCE	PROPOSED SALARY/ ALLOWANCE	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 funds allocated in auto allowance (obj. code 118) will be transferred to travel (obj.code 581)

POSITION TYPE:

Full Time Employee Object 113 [X] 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 [X]
Non-Exempt [✓]
N/A [ ]

FLSA:

Exempt [X]
Non-Exempt [✓]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
To accurately reimburse employee for actual miles incurred.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Barbara Flores DEPARTMENT HEAD	3/6/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez by Sylvia Rios 03.26.14 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. [signature] DEPARTMENT OF BUDGET & MANAGEMENT	03/28/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 06 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Texas A&M AgriLife Extension Service - Hidalgo County (380-001)

DATE: March 6, 2014

CURRENT POSITION TITLE:
County Extension Agent - Family Resources

CURRENT SLOT. #: A008

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Remove Auto Allowance

POSITION SALARY REQUEST:

1	$4,838.00	$0	$ (4,838.00)
NO. OF POSITIONS	CURRENTSALARY/ ALLOWANCE	PROPOSED SALARY/ ALLOWANCE	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 funds allocated in auto allowance (obj. code 118) will be transferred to travel (obj.code 581)

POSITION TYPE:

Full Time Employee Object 113 [X] 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	[X]
Non-Exempt	[ ]
N/A	[ ]

FLSA:

Exempt	[✓]
Non-Exempt	[ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
To accurately reimburse employee for actual miles incurred.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Barbara Stacy	DEPARTMENT HEAD	3/6/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez by Sylvia Rios	HUMAN RESOURCES DIRECTOR	03.26.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	03/24/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-43648 **Health & Human Services Dept. 11. A.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to rescind action taken by Commissioner's Court on 03/11/14 for AI-43331. The Agreement for shredding services provided by Lonestar Shredding is not needed as services will be provided by Hidalgo County - County Clerk's Office.

BACKGROUND

03/11/14 - AI-43331 - Approval of Agreement

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-001-0-350

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

BUDGETARY IMPACT:

No budgetary impact, services will be provided in-county.
Requisition #252687 will be deleted.

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 10:05 AM
Obdett Calzada	Obdett Calzada	03/27/2014 12:47 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mike Escaname Started On: 03/18/2014 01:25 PM

Final Approval Date: 03/28/2014

SERVICE AGREEMENT

This Secure Shredding Service Agreement ("Agreement") between 3GS, LLC d/b/a Lonestar Shredding - Rio Grande Valley ("Provider"), and Hidalgo County Health Department ("Customer" or "you" is effective as of 03/11/2014 and will continue for 36 Months ("Initial Term").

Customer	Hidalgo County Health & Human Services Department	Contact	Josie Escalante
Email	josie.escalante@hchd.org	Phone	956-383-6221x7209
Service Address	1304 S. 25th Avenue, Edinburg,TX. 785742		
Billing Address	same		
Billing Contact	Jeanette Palacios	Fax	956-383-3229
Billing Email	jeanette.palacios@hchd.org	Billing Phone	956-383-6221 ext. 7216

Services & Pricing: The services Customer has requested from Provider, and the price that Provider will charge for such services, are set forth below. These services may be amended from time to time by agreement of both Customer and Provider as evidenced in a written amendment to this Agreement. Customer hereby releases Provider from any liability with regard to the destruction of records, information or products as part of the services provided by Provider.

Route Service

Install Date:

Service Frequency: Bi-Weekly

Other Description:

Cabinet: Other: 1 Office Console

64 Gallon: 95 Gallon: 1

Service Rate: $35.00 for 95 Gallon Container Bi-Weekly ($15.00 each additional)
$20.00 for Office Console Bi-Weekly ($10.00 each additional time)

Purge Service

Service Date:

Estimated Size: Banker Box (Letter)

Type of Destruction: (•) Document ( ) Product

Service Option: ( ) Onsite (•) Offsite

Service Rate: $2.50 per box (purge)

Notes / Directions:

Internal Office Use:

Assigned Market: Entered into EZShred by / Date:

Assigned Customer A/R Code: Invoicing Type:

AGREED TO BY:

CUSTOMER:

By: Ramon Garcia

Title: Hidalgo County Judge

Date: Mar 11, 2014

3GS, LLC dba Lonestar - Rio Grande Valley

By: Husbaldo Salazar

Title: Security Consultant

Date: Mar 11, 2014

The General Terms and Conditions provided on the next page are an integral part of this Agreement and Customer agrees to be bound by the General Terms and Conditions.

AI-43788 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the Sliding Fee Schedules effective April 2, 2014. The Sliding Fee Schedules have been revised based on the Federal Poverty Level.

BACKGROUND

03/26/13 - AI-37696 - Approval of Sliding Fee Schedules for 2013.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** various

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

BUDGETARY IMPACT:

Various revenue accounts depending on program associated with public health service.

Attachments

IMM Fee Schedule

TB Title V Fee Schedule

DSHS FPL Schedule

Health and Safety Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 08:45 AM
Manuel Chapa	Manuel Chapa	03/27/2014 01:01 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mike Escaname Started On: 03/26/2014 02:54 PM

Final Approval Date: 03/28/2014

Hidalgo County Health and Human Services Department
Income Guidelines & Schedule of Charges - Sliding Fee Schedule
IMMUNIZATIONS
(Monthly Income)

Family Size	0 - 132 %	133 - 185 %	186 - 200 %	201 % & Over
1	$0.00 - $1,293.00	$1,294.00 - $1,800.00	$1,801.00 - $1,945.00	$1,946.00
2	$0.00 - $1,743.00	$1,744.00 - $2,426.00	$2,427.00 - $2,622.00	$2,623.00
3	$0.00 - $2,193.00	$2,194.00 - $3,051.00	$3,052.00 - $3,299.00	$3,300.00
4	$0.00 - $2,643.00	$2,644.00 - $3,677.00	$3,678.00 - $3,975.00	$3,976.00
5	$0.00 - $3,093.00	$3,094.00 - $4,303.00	$4,304.00 - $4,652.00	$4,653.00
6	$0.00 - $3,543.00	$3,544.00 - $4,929.00	$4,930.00 - $5,329.00	$5,330.00
7	$0.00 - $3,993.00	$3,994.00 - $5,555.00	$5,556.00 - $6,005.00	$6,006.00
8	$0.00 - $4,443.00	$4,444.00 - $6,181.00	$6,182.00 - $6,682.00	$6,683.00
FEE PER VACCINE	**$5.00**	**$5.00**	**$10.00**	**$20.00 Max Charge**

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

ADULT IMMUNIZATION EXPANSION PROGRAM $20.00 PER VACCINE

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

Revised 04/01/2014

Hidalgo County Health and Human Services Department
Income Guidelines & Schedule of Charges - Sliding Fee Schedule
TITLE V & NON-TITLE V CLIENTS INCLUDING TUBERCULOSIS CLIENTS

	TITLE V ELIGIBLE CLIENTS		NON - TITLE V CLIENTS	
Family Size	**0 - 132 %**	**133 - 185 %**	**186 - 200 %**	**201 % & Over**
1	$0.00 - $1,293.00	$1,294.00 - $1,800.00	$1,801.00 - $1,945.00	$1,946.00
2	$0.00 - $1,743.00	$1,744.00 - $2,426.00	$2,427.00 - $2,622.00	$2,623.00
3	$0.00 - $2,193.00	$2,194.00 - $3,051.00	$3,052.00 - $3,299.00	$3,300.00
4	$0.00 - $2,643.00	$2,644.00 - $3,677.00	$3,678.00 - $3,975.00	$3,976.00
5	$0.00 - $3,093.00	$3,094.00 - $4,303.00	$4,304.00 - $4,652.00	$4,653.00
6	$0.00 - $3,543.00	$3,544.00 - $4,929.00	$4,930.00 - $5,329.00	$5,330.00
7	$0.00 - $3,993.00	$3,994.00 - $5,555.00	$5,556.00 - $6,005.00	$6,006.00
8	$0.00 - $4,443.00	$4,444.00 - $6,181.00	$6,182.00 - $6,682.00	$6,683.00
CHARGE	**NO CO-PAY**	**25%**	**30%**	**FULL PAY**
TB CLIENTS	**NO CO-PAY**	**25%**	**25%**	**25%**

Copay will be assessed based on (but not to exceed) allowed percentage of the total visit charge.

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

TUBERCULOSIS COPAY assessment:

TB clients 0 - 132%, No Copay; TB clients at 133% & over, Copay is 25% of the total visit charge.

* NO COPAY FOR CONTACT INVESTIGATIONS, PPD'S OR DOT'S
* NO COPAY ON INITIAL NURSE ONLY
* COPAY WILL BE ASSESSED ON PHYSICIANS E/M VISITS
* COPAY WILL BE ASSESSED ONCE A MONTH ONLY (MONTHLY TOXICITY)

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

Revised 04/01/2014

DSHS FUNDING SOURCE – Worksheet Instructions Appendix A3
Eligibility and Benefits by 2014 Federal Poverty Level (FPL)

Effective April 1, 2014

FAMILY SIZE	MEDICAID								CIHCP		Title V-MCH WIC	PHC EPHC CHIP BCCS CSHCN EPILEPSY	FP
	Medically Needy		Children under 1 / Pregnant Females 185% FPL		Children 1 thru 5 133% FPL		Children 6 thru 18 133% FPL		21% FPL Min. Income Standard		185% FPL	200% FPL	250% FPL
	No Job	W/Job	No Job	W/Job	No Job	W/Job	No Job	W/Job	No Job	W/Job			
1	$104	$224	$1,800	$1,920	$1,294	$1,414	$1,294	$1,414	$205	$428	$1,800	$1,945	$2,432
2	216	336	2,426	2,546	1,744	1,864	1,744	1,864	276	534	2,426	2,622	3,277
3	275	395	3,051	3,171	2,194	2,314	2,194	2,314	347	641	3,051	3,299	4,125
4	308	428	3,677	3,797	2,644	2,764	2,644	2,764	418	747	3,677	3,975	4,970
5	357	477	4303	4,423	3,094	3,214	3,094	3,214	489	854	4,303	4,652	5,815
6	392	512	4,929	5,049	3,544	3,664	3,544	3,664	560	960	4,929	5,329	6,662
7	440	560	5,555	5,675	3,994	4,114	3,994	4,114	631	1,067	5,555	6,005	7,507
8	475	595	6,181	6,301	4,444	4,564	4,444	4,564	702	1,173	6,181	6,682	8,352
9	532	652	6,807	6,927	4,894	5,014	4,894	5,014	773	1,280	6,807	7,359	9,200
10	567	687	7,433	7,553	5,344	5,464	5,344	5,464	844	1,386	7,433	8,035	10,045
For each additional Member	57		611		439		439				611	660	825

- **Family Composition Section** – Enter the total number of family members in each category listed. Total should include a person living alone or a group of two or more persons related by birth, marriage (including common-law), or adoption, which reside together and are legally responsible for the support of the other person. For example: If an unmarried applicant lives with a partner, ONLY count the partner's income and children as part of the budget group IF the applicant and his/her partner have mutual children together. Unborn children should also be included.

- **Residency Section** – Must be physically present within the geographic boundaries of Texas.

- **Income Section** - Income may be either earned or unearned. If actual or projected income is not received monthly, convert it to a monthly amount using one of the following methods:
  - Weekly income x 4.33
  - Every two weeks x 2.17
  - Twice a month x 2.0

  Dependent childcare expenses and legally obligated child support payments shall be deducted from total income in determining eligibility. Allowable deductions are actual expenses up to $200 per child per month for children under age 2 and $175 per child per month for children age 2 or older. And $175 per month for each adult with disabilities. The net countable income is used to determine eligibility based on the appropriate FPL percentage.

- **FPL Used** – Determine the appropriate FPL used for each individual program.

- **Other Benefits Section** – Provider staff shall document other benefits received by or denied to the applicant that are applicable to this application. An applicant or family member is eligible for the Medicare Prescription Drug Plan (Part D) if he/she is eligible and/or receives Medicare Part A and/or Part B benefits and shall be referred to this program for prescription drug benefits.

- **Special Circumstances** – Provider staff may document any special circumstances not already noted using this section of the application, if applicable.

- **Co-Pay/Fees** – Document co-pay/fees per program policies.

- **Eligible Household Members** – Identify each eligible household member and program (via number association listed on Family Composition).

- **Provider-Staff Signature/Date** – The provider staff that completes the eligibility determination process must sign and date this form.

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and

a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0067. EVALUATION AND REPORT OF DELIVERY OF ESSENTIAL PUBLIC HEALTH SERVICES. (a) The department, in cooperation with municipalities, counties, public health districts, and other political subdivisions that receive grants under Section 121.0065, and the consortium established under Subchapter F, shall evaluate:

(1) the effectiveness, accessibility, and quality of essential public health services provided under the grant program established by Section 121.0065 and under Section 121.0066; and

(2) the adequacy of funding for those services.

(b) Not later than January 1 of each odd-numbered year, the department shall file with the governor and the presiding officer of each house of the legislature a report detailing the results of the evaluation conducted under Subsection (a). The report must include recommendations relating to:

(1) legislation to improve the effectiveness, accessibility, and quality of essential public health services; and

(2) appropriate funding for those services.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the

chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional

standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

AI-43744 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary grant contract amendment #2014-045408-001A. The purpose of this Amendment is to add additional funds to purchase equipment and to reallocate funds to reflect actual costs for discretionary project BP2-LHD-76.

2. Requesting approval of the Certification of Revenue in the amount of $5,999.00.

3. Requesting approval of the budget appropriation in the amount of $6,666.00. This amount includes $667.00 in local matching funds.

BACKGROUND

01/14/14 - AI-42459 - Acceptance of original PPCPS / BDS grant contract.
03/05/14 - AI-43300 - Approval of request to increase grant funds.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-047-4-XXX

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

BUDGETARY IMPACT:

Grant funds increase = $5,999.00
Local Match increase = $ 667.00

Revenue account: 4-1293-331-12-340-047-4-000 PPCPS-BDS - Revenue

Attachments

Amendment
43744 - Budget Appropriation 4-02-14
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/24/2014 01:59 PM
Manuel Chapa	Manuel Chapa	03/28/2014 01:54 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mike Escaname Started On: 03/24/2014 09:33 AM

Final Approval Date: 03/28/2014

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY_ (Contractor) agree to amend the Program Attachment #001 (Program Attachment) to Contract #2014-045408 (Contract) in accordance with this Amendment No. 001A: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre_, effective 03/10/2014.

The purpose of this Amendment is to add additional funds to purchase Equipment and to reallocate funds to reflect actual costs for discretionary project BP2-LHD-76.

Therefore, DSHS and Contractor agree as follows:

The Program Attachment number is revised as follows:

PROGRAM ATTACHMENT NO. ~~**001**~~ **001A**

SECTION I. STATEMENT OF WORK, page 3, "The Contractor will complete the following three projects", **is revised as follows:**

3. Community Preparedness of Responder and Volunteer Safety, Tracking and Management during Emergency Operations Project BP2-LHD-76 , which has been allocated ~~$36,769.00~~ $42,768.00 to acquire a volunteer electronic tracking system otherwise known as Radio Frequency Identification -RFID to support the public health responsibility of staff, ESF 8 Partners and volunteers who provide response support.

The Categorical budget and equipment list are revised as attached.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Signature of Authorized Official

Date: _____

David Gruber

Assistant Commissioner for Regional and Local Health Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.776.7111

david.gruber@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: _____

Name: Ramon Garcia

Title: Hidalgo County Judge

Address: 302 W. University Dr.
Edinburg, TX 78539

Phone: (956) 318-2600

Email: ramon.garcia@co.hidalgo.tx.us

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

CONTRATOR: HIDALGO COUNTY
CONTRACT NO: 2014-045408
CONTRACT TERM: 01/01/2014 **THRU:** 06/30/2014
BUDGET PERIOD: 01/01/2014 **THRU:** 06/30/2014 **CHG:** 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$9,008.00	$9,008.00
Supplies	$43,028.00	$34,969.00	$(8,059.00)
Contractual	$0.00	$0.00	$0.00
Other	$56,972.00	$62,689.00	$5,717.00
Total Direct Charges	$100,000.00	$106,666.00	$6,666.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$10,001.00	$10,668.00	$667.00
Income Total	$10,001.00	$10,668.00	$-667.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$100,000.00	$106,666.00	$6,666.00
Performing Agency Share	$10,001.00	$10,668.00	$667.00
Receiving Agency Share	$89,999.00	$95,998.00	$5,999.00
Total Reimbursements Limit	$89,999.00	$95,998.00	$5,999.00
JUSTIFICATION			
Amendment to add $5,999 to discretionary project BP2-LHD-76. Approved through 2nd round discretionary funding, CRC #1003.			

Financial status reports are due: 04/30/2014, 08/30/2014

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre
CONTRACTOR: HIDALGO COUNTY
CONTRACT TERM: 01/01/2014 THRU: 06/30/2014
BUDGET PERIOD: 01/01/2014 THRU: 06/30/2014
CONTRACT NO: 2014-045408 CHG: 001A

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
			$	$
			$	$
			$	$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	Radiant RFID Standalone Command Kit for Evacuse and Responder Tracking, Includes ruggedized foam filter kit, hardened server, 3rd party Operation system environment, wireless hotspot (verison data service not included), and surge protection.	1	$9,008.00	$9,008.00
			$	$
			$	$
			$	$

DATE: April 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-047-4-XXX PPCPS-BDS

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Equipment		
4-1293-441-00-340-047-4-748	PPCPS-BDS - Other Equipment	9,008.00
Supplies		
4-1293-441-00-340-047-4-601	PPCPS-BDS - Office & Computer Supplies	(4,642.00)
4-1293-441-00-340-047-4-745	PPCPS-BDS - Computer Equipment	(3,417.00)
Other		
4-1293-441-00-340-047-4-336	PPCPS-BDS - Computer Services	5,717.00
		-
	TOTAL APPROPRIATION	$ 6,666.00
4-1293-331-12-340-047-4-000	PPCPS-BDS - Revenue	$ 5,999.00
4-1293-391-01-000-100-4-000	Transfer In - General Fund **(DO NOT POST)**	$ 667.00
4-1100-491-01-000-293-4-891	Transfers Out - Health Grants **(DO NOT POST)**	$ 667.00
	TOTAL APPROPRIATION	$ 6,666.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 28, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$ 5,999.00	Award No. 2014-045408-001A Preparedness and Prevention Community Preparedness Section/Bioterrorism

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/28/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-43644 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Infectious Disease Control grant (1293):
1. Requesting approval to accept the Infectious Disease Control grant contract #2014-045531-001 in the amount of $34,692.00 for the period of 04/01/2014 to 08/31/2014.
2. Approval of the Certification of Revenue in the amount of $34,692.00.
3. Approval of the Budget Appropriation.
4. Approval of the Salary Schedule.

BACKGROUND

02/11/14 - AI-42954 - Request to apply for grant.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-060-4-XXX

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

BUDGETARY IMPACT:

No local matching funds required.

Revenue acct.: 4-1293-334-10-340-060-4-000 Infectious Disease Control - Grant Revenue

Grant Period: 04/01/2014 and ends on 08/31/2014

Attachments

Grant Contract
Salary Fringes Budget
Salary Schedule
1
2
3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/18/2014 02:09 PM
Manuel Chapa	Manuel Chapa	03/28/2014 01:15 PM
Rosalinda Cantu	Rosie Cantu	03/28/2014 03:53 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mike Escaname Started On: 03/18/2014 10:30 AM

Final Approval Date: 03/28/2014

Mike Escaname

From: Eddie Olivarez <eddie.olivarez@hchd.org>
Sent: Monday, March 17, 2014 7:48 AM
To: Mike Escaname; lydia.serna@hchd.org
Subject: FW: 2014-045531 HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT IDCU/FDBN INV
Attachments: 2014-045531 HIDALGO COUNTY CORE DOCUMENT.pdf; 2014-045531 HIDALGO COUNTY PROGRAM ATTACHMENT.pdf; 2014-045531 HIDALGO COUNTY SUBRECIPIENT GENERAL PROVISIONS.pdf; 2014-045531 HIDALGO COUNTY CATEGORICAL BUDGET.pdf

Importance: High

IMPORTANT

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
1304 South 25th Ave.
Edinburg, Texas 78542
956-383-8858 Office
www.twitter.com/hidalgohealth

From: Lazare-Payne,Rosalyn (HHSC) [mailto:Rosalyn.Lazare-Payne@hhsc.state.tx.us]
Sent: Friday, March 14, 2014 1:16 PM
To: Ramon.garcia@co.hidalgo.tx.us; Eddie.olivarez@hchd.org
Cc: Clark,Sandy (DSHS)
Subject: FW: 2014-045531 HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT IDCU/FDBN INV
Importance: High

Hello Contractor,

Attached are files containing your Department of State Health Services Contract. Please print two copies of each, in the order they appear in this e-mail, sign and return both copies to this unit as soon as possible. Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

PLEASE NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular Mail	***Physical Address for Overnight Mail***
Client Services Contracting Unit MC 1886 *Department of State Health Services* *PO Box 149347*	*Client Services Contracting Unit MC 1886* *Department of State Health Services* *1100 W. 49th Street*

Austin, TX 78714-9347	*Austin, TX 78756*

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact CSCU Coordinator Rosalyn Lazare-Payne at 512/458-7111 (2684.) or via email at (Rosalyn.Lazare-Payne@dshs.state.tx.us).

If you do not have changes, you can email or fax the core contract and any supporting documentation that also requires a signature for quick execution. It is still required to mail the hard copies with original signature. Ensure that the contractor name and DSHS contract attachment number identifies the faxed page(s).

Please contact me or your contract manager if you have any questions.

Rosalyn Lazare-Payne,CTP,CTPM
Contract Specialist
Procurement and Contracting Services
Health and Human Services Commission
PCS Customer Service: CST_HHSC@hhsc.state.tx.us
Phone: 512-776-2684
Fax: 512-776-7351

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2014-045531 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $34,692.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 04/01/2014 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2014-045531-001 Infectious Disease Control Unit/Foodborne Associated Infections Interviews

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), N/A
e. Contractor's response(s) to the Solicitation Document(s), N/A
f. Exhibits, N/A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____	By:_____
Signature of Authorized Official	Signature
_____	04/01/14
Date	Date
Janna Zumbrun, M.S.S.W.	Ramon Garcia, County Judge
	Printed Name and Title
Assistant Commissioner for Disease Control and Prevention Services	302 W. University Dr.
	Address
1100 WEST 49TH STREET	Edinburg, TX 78539
AUSTIN, TEXAS 78756	City, State, Zip
512.776.7111	(956) 318-2600
	Telephone Number
Janna.Zumbrun@dshs.state.tx.us	ramon.garcia@co.hidalgo.tx.us
	E-mail Address for Official Correspondence

CONTRACT NO. 2014-045531
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000402639

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM ID LONG NAME/DESCRIPTION:Infectious Disease Control Unit/Foodborne Associated Infections Interviews

TERM: 04/01/2014 THRU: 08/31/2014

SECTION I. STATEMENT OF WORK:

Contractor shall conduct surveillance for all foodborne and waterborne illnesses as required in Texas Administrative Code RULE §97.3 and conduct telephone interviews of patients with foodborne and waterborne illness who are determined by the Emerging and Acute Infectious Disease Branch (EAID) of the Department of State Health Services (DSHS) to be part of a cluster or outbreak to ascertain possible risk factors. Contractor may also perform surveillance and epidemiology activities during other major outbreaks and/or disasters.

Contractor shall, as directed by DSHS:

1. Retain an Epidemiologist that has qualifications in public health infection surveillance to perform and track the following deliverables;

2. Attend in-person the three (3) day foodborne investigation orientation training in Austin, Texas, provided by the EAID;

3. Locate, track, and contact case-patients assigned by DSHS using appropriate locating resources;

4. Complete the thirty to sixty (30-60) minute "TXDSHS/CDC Hypothesis Generating Questionnaire for Gastrointestinal Illnesses," interview in English (or Spanish, when necessary) or other appropriate/focused questionnaire with case-patients identified by DSHS as part of a cluster. Interviews may be conducted by telephone or in-person;

5. Attempt to administer one-hundred percent (100%) of EAID-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempted interviews include at least one (1) attempt to contact case-patients after hours if unable to contact case-patient after three (3) attempts during normal business hours;

6. Complete at least seventy-five percent (75%) of interviews within five (5) business days after assignment by DSHS. Completed interviews include those in which the case-patient is contacted, but refuses some or all of the interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;

7. Enter all foodborne and waterborne illness cases correctly and completely in the National Electronic Disease Surveillance System (NEDSS) within five (5) business days of completion of investigation of each case interview;

8. Send laboratory specimens of at least ninety percent (90%) of cases of *E. coli, Listeria, Vibrio*, and *Salmonella* from hospitals and clinics within the jurisdiction to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing;

9. Submit completed interviews to DSHS electronically to FoodborneTexas@dshs.state.tx.us or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

10. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and

11. Monitor foodborne illness kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

DSHS shall:

1. Supply Contractor, in a timely manner, with a list of case-patients to be interviewed.

2. Send all such written instructions to the Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential.

3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing the activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations.

4. Supply Contractor with a foodborne illness kit, i.e., materials needed for specimen collection and shipping.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos

with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guidelines(s), Contractor shall inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall:

1. Attend in-person the three (3) day foodborne investigation orientation training in Austin, Texas, provided by the EAID;

2. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster;

3. Participate in monthly conference calls with the EAID to provide updates, progress reports, and other necessary communications;

4. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

5. Assure and monitor that at least ninety percent (90%) of reported positive cases of *E. coli*, *Listeria*, *Vibrio*, and *Salmonella* from hospitals and clinics within the jurisdiction have laboratory specimens submitted to the DSHS Laboratory Services Section, in Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing;

6. Complete interviews within five (5) business days with a goal of at least seventy-five (75%) percent completion rate. Completed interviews include those in which the case-patient is contacted but refuses some or all of the interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;

7. Submit completed interviews to DSHS electronically to FoodborneTexas@dshs.state.tx.us or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

8. Submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data by May 1, 2014. If not already a certified NEDSS user, attend DSHS training and complete certification;

9. Enter all foodborne and waterborne illness cases correctly and completely in the NEDSS within five (5) business days of completion of investigation of each case interview;

10. Submit a monthly list of all reported clusters, outbreaks and information on investigation findings on the tracking sheet provided by DSHS. Submit the list via electronic mail at FoodborneTexas@dshs.state.tx.us and sandy.clark@dshs.state.tx.us by the 15th of the following month;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and

12. Assure and monitor the foodborne illness kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: STATE

DUNS NUMBERS: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **ARTICLE IV. Payment Methods and Restrictions**, is amended to include the following:

> Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. Contractor shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

General Provisions, **ARTICLE IV. Payment Methods and Restrictions**, Section 4.03 Final Billing Submission, is amended to include the following:

Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than forty-five (45) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than forty-five (45) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

General Provisions, General Terms, **ARTICLE XIII, Amendment**, Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

General Provisions, **ARTICLE XIII. GENERAL TERMS**, Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions**, is revised to read as follows:

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at http://www.dshs.state.tx.us/grants/forms.shtm, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by DSHS.

2014-045531-001

Categorical Budget:

PERSONNEL	$20,963.00
FRINGE BENEFITS	$6,637.00
TRAVEL	$3,381.00
EQUIPMENT	$0.00
SUPPLIES	$3,711.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$34,692.00
INDIRECT CHARGES	$0.00
TOTAL	$34,692.00
DSHS SHARE	$34,692.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $34,692.00

Financial status reports are due: 07/31/2014, 10/15/2014

INFECTIOUS DISEASE CONTROL FY 14

Salary / Fringes Salary Schedule
04/01/2014 - 08/31/2014
For Budget Purposes Only

Slot #	Employee #	Employee Name	Position Title	Proposed Budgeted Annual Salary		Hourly Rate		# of Hours in Grant Period 2014		2014 Salary Amount from 04/01/14 - 08/31/14	Projected Salaries	Projected Salary 340-060
NEW	Vacant	Vacant	Epidemiologist II	50,000.00		24.04		872		20,961.54	20,961.54	20,961.54
						Total Gross Salary - >						**20,961.54**
						Health Insurance - ($469 / month) * 5 months						**2,345.00**
						Life Insurance - ($37.56 / month) * 5 months						**187.80**
						FICA - (7.65% * Gross Salary)						**1,603.56**
						Retirement - (10.89% * Gross Salary)						**2,282.71**
						Unemployment - (.50% * Gross Salary)						**104.81**
						Worker's Comp - (.53% * Gross Salary)						**111.10**
						Total Fringes - >						**6,634.97**
						Total Gross Salary & Fringes---------- - >						**27,596.51**

Notes:

1 There are 872 work hours during the grant period of 04/01/2014 through 08/31/2014.
2 Health Insurance is $469.00 per month.
3 Life Insurance is $37.56 month.
4 Fringes Rates & Contributions



Prepared by Mike Escaname
Health Human Services Dept.

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1293-441-00-340-060-4

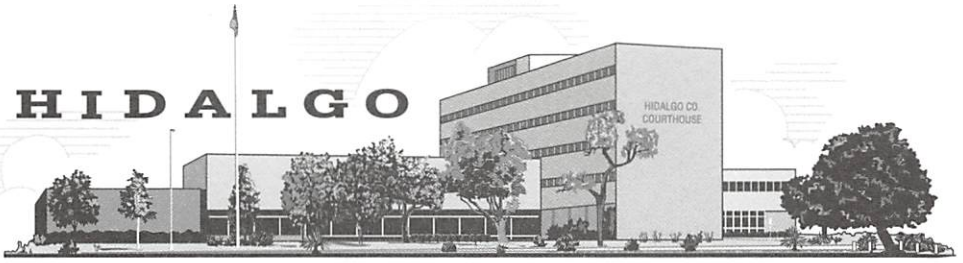
INFECTIOUS DISEASE CONTROL

AI- 43644

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	
G001	113	EPIDEMIOLOGIST II	$0.00	$50,000.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	**$0.00**	**$50,000.00**	**$50,000.00**		**$0.00**	**$0.00**	**$50,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

APPROVAL OF SALARY SCHEDULE (CREATION OF POSITION) IS PENDING CC APPROVAL.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 28, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$ 34,692.00	Award No. 2014-045531-001 Infectious Disease Control Unit/Foodborne Associated Infections Interviews

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/28/14
Date

THE COUNTY OF HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES	ISRAEL RAMON, JR.	JESSE CONTRERAS
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.	JUDGE, 430TH D.C.	JUDGE, 449TH D.C.

DATE: April 1, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-060-4-XXX Infectious Disease Control

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
PERSONNEL		
4-1293-441-00-340-060-4-113	Infectious Disease Control - Reg. F/T Employees	$ 20,963.00
FRINGES		
4-1293-441-00-340-060-4-211	Infectious Disease Control - Health Insurance	$ 2,345.00
4-1293-441-00-340-060-4-212	Infectious Disease Control - Life Insurance	$ 188.00
4-1293-441-00-340-060-4-220	Infectious Disease Control - FICA	$ 1,604.00
4-1293-441-00-340-060-4-230	Infectious Disease Control - Retirement	$ 2,283.00
4-1293-441-00-340-060-4-250	Infectious Disease Control - Unemployment Comp	$ 105.00
4-1293-441-00-340-060-4-260	Infectious Disease Control - Workers Comp	$ 112.00
TRAVEL		
4-1293-441-00-340-060-4-581	Infectious Disease Control - Travel In-County	$ 2,464.00
4-1293-441-00-340-060-4-583	Infectious Disease Control - Travel Out-of-County	$ 917.00
SUPPLIES		
4-1293-441-00-340-060-4-601	Infectious Disease Control - Office & Comp Supplie	$ 746.00
4-1293-441-00-340-060-4-665	Infectious Disease Control - Minor Comp. Equipme	$ 300.00
4-1293-441-00-340-060-4-745	Infectious Disease Control - Computer Equipment	$ 2,665.00
	TOTAL APPROPRIATION	$ 34,692.00
4-1293-334-10-340-060-4-000	Infectious Disease Control - Grant Revenue	$ 34,692.00
	TOTAL APPROPRIATION	$ 34,692.00

REASON: To appropriate the Infectious Disease Control FY 14 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 18 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: INFECTIOUS DISEASE CONTROL DIVISION (340-060)

DATE: 3/18/2014

CURRENT POSITION TITLE: N/A

CURRENT SLOT# : ~~N/A~~

REQUESTED POSITION TITLE: **EPIDEMIOLOGIST II**

NEW SLOT # G001

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$	$	$
Ø	50,000.00	50,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Infectious Disease Control Grant FY 14 (Fund 1293, Program 060) Effective 04/01/14

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

This position is needed to meet the scope of the Infectious Disease Control Unit / Foodborne Associated Infectious Interviews grant received by Hidalgo County Health & Human Services Dept. Position duties include performing public health disease surveillance activities related to foodborne and waterborne illness and outbreak. Duties include but are not limited to fulfilling the Texas DSHS IDCU/FDBNE INV contract goals. Position will also support surveillance and epidemiology activities during other major outbreaks and / or disasters.

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

See attached 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	03/18/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther G. Cortez/spe HUMAN RESOURCES DIRECTOR	03.28.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	03/31/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

EPIDEMIOLOGIST II

GENERAL DESCRIPTION

Performs moderately complex (journey-level) epidemiological work; under the direction of the Chief Administrative Officer or designee, performs public health disease surveillance activities related to foodborne and waterborne illness and outbreak. Assists with office functions, performs data entry and serves as a resource. Duties include but are not limited to fulfilling the Texas DSHS IDCU/FDBN INV contract goals. "On-call" availability required; may perform surveillance and epidemiology activities during other major outbreaks and/or disasters. Performs work in a professional, responsible and timely manner ensuring the collection of information in a confidential, accurate, and consistent manner. Responsibilities are performed with moderate latitude for use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Conferring with local health agencies, private physicians, individuals, and/or community action groups regarding the treatment, control, or prevention of diseases and injuries related to foodborne and waterborne illnesses and/or outbreaks

Collect specimens, maintain inventory of specimen collection kits and related supplies

Educating partners about proper specimen collection and storage techniques and all aspects of shipment of specimens to State or other laboratories when indicated

Responsible for data entry and inventory management systems

Assists with creating fact sheets, brochures, and educational literature regarding foodborne and waterborne illnesses

Attend local and/or non-local trainings as required by the Texas DSHS IDCU/FDBN INV contract and Hidalgo County Health & Human Services

Perform all other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor Degree in Environmental Sciences, Laboratory Sciences or related field of study; Master Degree in laboratory sciences, environmental sciences with an emphasis in microbiology or related field of study

Must be proficient in lab and clinical analysis/identification of Environmental Infectious Diseases

Minimum 2 year experience in health, data entry or related work

Knowledge, Skills, and Abilities

Ability to maintain confidentiality and knowledge of HIPAA requirement

Limited knowledge of medical terminology and Texas public health laws

Knowledge of computer software

Skill in problem solving

Skill in communicating effectively orally and in writing

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

Skill in preparing technical reports in a clear and concise manner

Skill in proofreading and editing documents

Ability to maintain effective working relationships with managers, co-workers, the public and professional groups

Ability to organize and prioritize workload and meet deadlines

Ability to work independently

Ability to work on multiple tasks at the same time

May be required to work other than normal hours including weekends and holidays

Must provide your own dependable transportation (automobile)

Certificates, Licenses, Registrations

Must have a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by County insurance carrier

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-43646 **Health & Human Services Dept. 11. E.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to process the following invoice as a claim after auditing procedures are completed by county auditor.

Vendor	Invoice #	Invoice Date	Amount
Maverick Shredding	56572	12/25/13	$58.00
		Total	**$58.00**

BACKGROUND

PO #689728 for 2013 was in place.
Invoice is dated 12/25/13.
Maverick Co. could not retrieve container due to holidays (County closed); Actual date of service was 01/03/14.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-001-0-350

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

BUDGETARY IMPACT:

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 09:58 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mike Escaname Started On: 03/18/2014 01:07 PM

Final Approval Date: 03/28/2014

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: ***www.co.hidalgo.tx.us/auditor***

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **01/16/2014**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Keta Zambrano** KZ **PHONE:** **(956)-318-2511 ext 4601**

REFERENCE: **RICANA LLC Invoice #56572**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #56572*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: **Per vendor (Joanna) actual services done on 1/03/14, therefore funds will be for 2014 budget. Please encumber a new PO with 2014 funds.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

INVOICE

MAVERICK

Maverick Industrial
1905 Joe Stephens

Weslaco, TX 78596 (956)968-0555

HIDALGO COUNTY HEALTH
& HUMAN SERVICES
1304 S. 25th Ave.
Edinburg, TX 78542 (956)383-6221

Date	Invoice	Day	Garment Mark	Freq.	Seq	Term	Account	Route
12/25/2013	56572	Wed		6	1	CHG	11047-00000	3

								OFFICE				ROUTE		
Line	Item	Empl	Name / Description	Sizes	Qty.	Inv.	Min.	Adj. Qty.	Adj. Amt.	Unit Pr.	Ext. Price	Adj. Qty.	Adj. Amt.	Total
1	9055		SHRED-CONSOLE		1	1			$0.00	$18.0000	$18.00			
2	9065		SHRED-95 GAL		1	1			$0.00	$40.0000	$40.00			

Total Due	Cur. Bus.	Cur. Bal.	30	60	90	120
$ 525.48	$ 60.61	$ 116.87	$ 174.00	$ 116.00	$ 58.00	$ 0.00

Comment: PLEASE PAY FROM THIS INVOICE. PO: 652512

Office Adj.:	$0.00	Subtotal:	$58.00	Route Adj.:	
Tax Adj.:	$0.00	Sales Tax:	$0.00	Tax Adj.:	
Net Adj.:	$0.00	Prebill:	$58.00	Net Adj.:	

Total Adj.:
Tax Adj.:

Net Charge: **$58.00** n&d

Your Route Service Representative is JOE PARTIDA

Received By: Jan Rik 1-3-14

RECEIVED BY COUNTY AUDITOR 2014 JAN 8 PM 4 31

INVOICE RECEIVED BY: Jeanette Palacios DATE 1/3/14
GOODS/SERVICES RECEIVED BY: Jane Rodriguez DATE 12/25/13
3 -1100-441-00-340-001 -0-350
PYMT AMOUNT$ 58.00 PO# 689728
APPROVED BY: 1/3/14

Jan Joanna 1/14/14

MAVERICK

RECEIVED BY
COUNTY AUDITOR
2014 JAN 8 PM 4 31

Certificate of Destruction

Maverick Shredding, herby certifies that all materials received for confidential destruction throughout the preceding schedule of services was confidentially handled, completely destroyed beyond recognition and sent to receive its final disposition.

Final disposition for all destroyed paper is pulping.

For any questions regarding your service or our destruction process please call 956-968-0555.

1-3-14

NATIONAL ASSOCIATION FOR INFORMATION DESTRUCTION
AAA
CERTIFIED

www.maverickrgv.com

Purchase Order

COUNTY OF HIDALGO

PO#: 689728

DATE: 03/19/13

VENDOR: 381586 REQ:00230651
FAX (956)968-8127 Email:
Phone:(956)968-0555
RICANA LLC
D/B/A MAVERICK SHREDDING
1905 JOE STEPHENS
WESLACO TX 78596
Vendor Acct:

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539
CONTACT:
SITE: HEALTH
Special Instructions:
Contract No:

RECEIVED
MAR 20 2013
Hidalgo County Health & Human Services

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		36 MONTH SERVICE AGREEMENT START DATE OF 2-8-2011		
26	EACH	OM 96 GALLON CONTAINER SERVICE FEE	40.00	1,040.00
26		OM OFFICE CONSOLE FEE (TB RECORDS AREA)	18.00	468.00
250	BOX	OM PURGE PER BOX	3.50	875.00
		DESTRUCTION OF CONFIDENTIAL MEDICAL RECORDS AND OTHER DOCUMENTS		
		CERTIFICATE OF DESTRUCTION MUST BE PROVIDED		
		LOCATION: 1304 SOUTH 25TH AVE		
		EDINBURG., TEXAS 78542		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,383.00
		**********		
		For Hidalgo County use only		
		3-1100-441-00-340-001-0-350 2,383.00		
		Approved		

Authorized by: Martha L. Salazar

AI-43780 **IT Department 12. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

INDIGENT DEFENSE
Authorization and approval to continue wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1780 for SPRINT for the following:

Qty:	Description:	Employee Name:	Service Plan:	MDN:
1	Data Card	Office Use	Mobile Broadband Unlimited @ $37.99 + $5.00 = $42.99 per month	956-207-7195

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-009-003-0-532

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

BUDGETARY IMPACT:

PO No. 705318

Attachments

Wireless Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 10:23 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Griselda Salazar Started On: 03/26/2014 09:12 AM

Final Approval Date: 03/28/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST:

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: _____ Signature: _____

Department: Intelligent Defense Dept#: _____

Quantity: 1 972-207-7195

Service: $42.99 /mo (x) 12 months = $515.88 Account: 4110 412 00 009003 0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $515.88 Requisition Number: 725318 (PO#)

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature | Isidro Segovia, Jr. (Print Name) | 3-24-14 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unl. Air Card Access Card @ 42.99

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-43846 **Urban County** **13. A.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: URBAN COUNTY

Information

CAPTION

Approval of a Proclamation declaring April 2014 Fair Housing Month, and authorizing County Judge and County Clerk to sign any and all documents

BACKGROUND

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 has been in effect since April 11, 1968 and protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability.

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 12:11 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mary Flores Started On: 03/28/2014 10:40 AM

Final Approval Date: 03/28/2014

HIDALGO COUNTY
Fair Housing Month Proclamation

WHEREAS, The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 as amended prohibits discrimination in Housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, established to ensure that every American retains the fundamental right to chose where he or she lives, raises a family or owns a home; and

WHEREAS, The Fair Housing Act protects the right of all Americans to access housing regardless of race, color, sex, religion, disability, familial status or national origin; and

NOW, THEREFORE BE IT PROCLAIMED,

That in pursuit of this goal of providing equal housing opportunities for all men and women, the County of Hidalgo Commissioners' Court does hereby join in the national celebration by proclaiming

APRIL 2014

As

FAIR HOUSING MONTH

encouraging all agencies, institutions, individuals, public and private partners, to abide by the letter and spirit of the Fair Housing Law.

In WITNESS Whereof, we hereunto set our hands this 2nd day of April, 2014.

_____
Ramon Garcia, Judge, Hidalgo County

_____
A.C. Cuellar, Commissioner, Pct 1

_____
Hector "Tito" Palacios, Commissioner, Pct. # 2

_____
Joe M. Flores, Commissioner, Pct # 3

_____
Joseph Palacios, Commissioner, Pct # 4

AI-43834 **Urban County 13. B.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Irene Montoya **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bid and approval of contract for the demolition and reconstruction of the following:

1. (1) Unit in the City of Mercedes in the amount of $44,450.00 to A-One Insulation.

BACKGROUND

The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on December 3, 2013. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, March 5, 2014.

FY'11 Rehab Prog.
Funds Available: $110,641.52

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Attachments

agenda backup
agenda backup
agenda backup
Agenda Backup
Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 08:26 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mary Flores Started On: 03/27/2014 03:46 PM

Final Approval Date: 03/28/2014

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: March 05, 2014 Bid Opening Time: 9:30 am

Description of Bid: The Demolition and Reconstruction of One (1) Unit in the City of Edcouch, and two (2) Units in the City of Mercedes

Grant #: M-12-UC-48-0501-MG

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	S. BARRON	$64,769.00	BB INCLUDED
2	M. LERMA	$51,369.00	BB INCLUDED
3	R. RANGEL	$65,369.00	BB INCLUDED

SUSTAYTA CONSTRCUTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	S. BARRON	NO BID	N/A
2	M. LERMA	NO BID	N/A
3	R. RANGEL	$49,336.96	NOT INCLUDED

A-ONE

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	S. BARRON	$53,500.00	BB INCLUDED
2	M. LERMA	$44,450.00	BB INCLUDED
3	R. RANGEL	$53,500.00	BB INCLUDED

ARGO CONSTRCUTION LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	S. BARRON	$64,890.00	CC INCLUDED
2	M. LERMA	$49,980.00	CC INCLUDED
3	R. RANGEL	$64,890.00	CC INCLUDED

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/7/2014

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	CONTACT NAME: Sylvia Briones, CISR
Bert Whisenant Insurance 816 East Hackberry Avenue McAllen TX 78501	PHONE (A/C, No, Ext): (956) 686-8323 FAX (A/C, No): (888) 512-2080 E-MAIL ADDRESS: SBriones@bwi-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atlantic Casualty Ins Co.	
INSURER B: Commerce & Industry	
INSURER C: Texas Mutual Insurance Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: A One Insulation, DBA: Raymundo Carrisales
1006 E Ferguson
Pharr TX 78577

COVERAGES **CERTIFICATE NUMBER:** CL1412400165 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		L086804784	6/18/2013	6/18/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SBU066329856	11/22/2013	6/16/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SBP0001231365	12/2/2013	12/2/2014	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

1 2014

CERTIFICATE HOLDER

Urban County Program
427 E. Duranta Ave. Ste 107
Alamo, TX 78516

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.

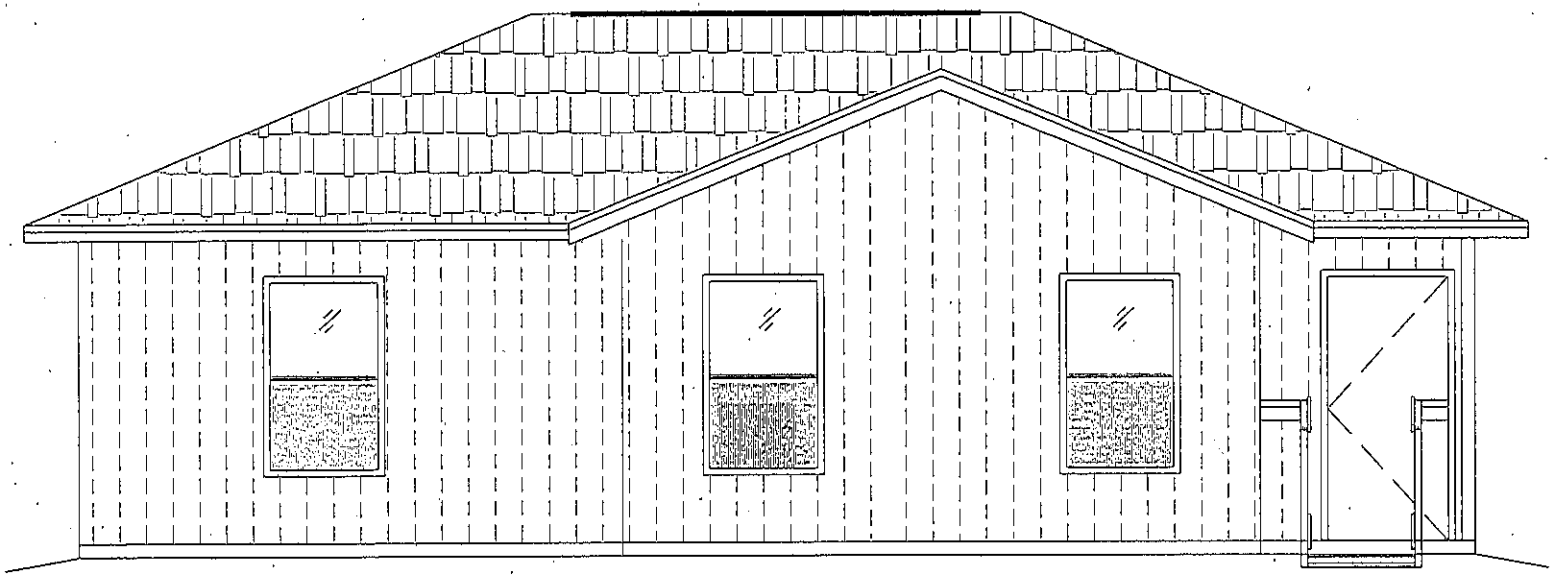
AUTHORIZED REPRESENTATIVE

B R. Whisenant, Jr/SL B.R. Whisenant, Jr.

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LERMA RESIDENCE



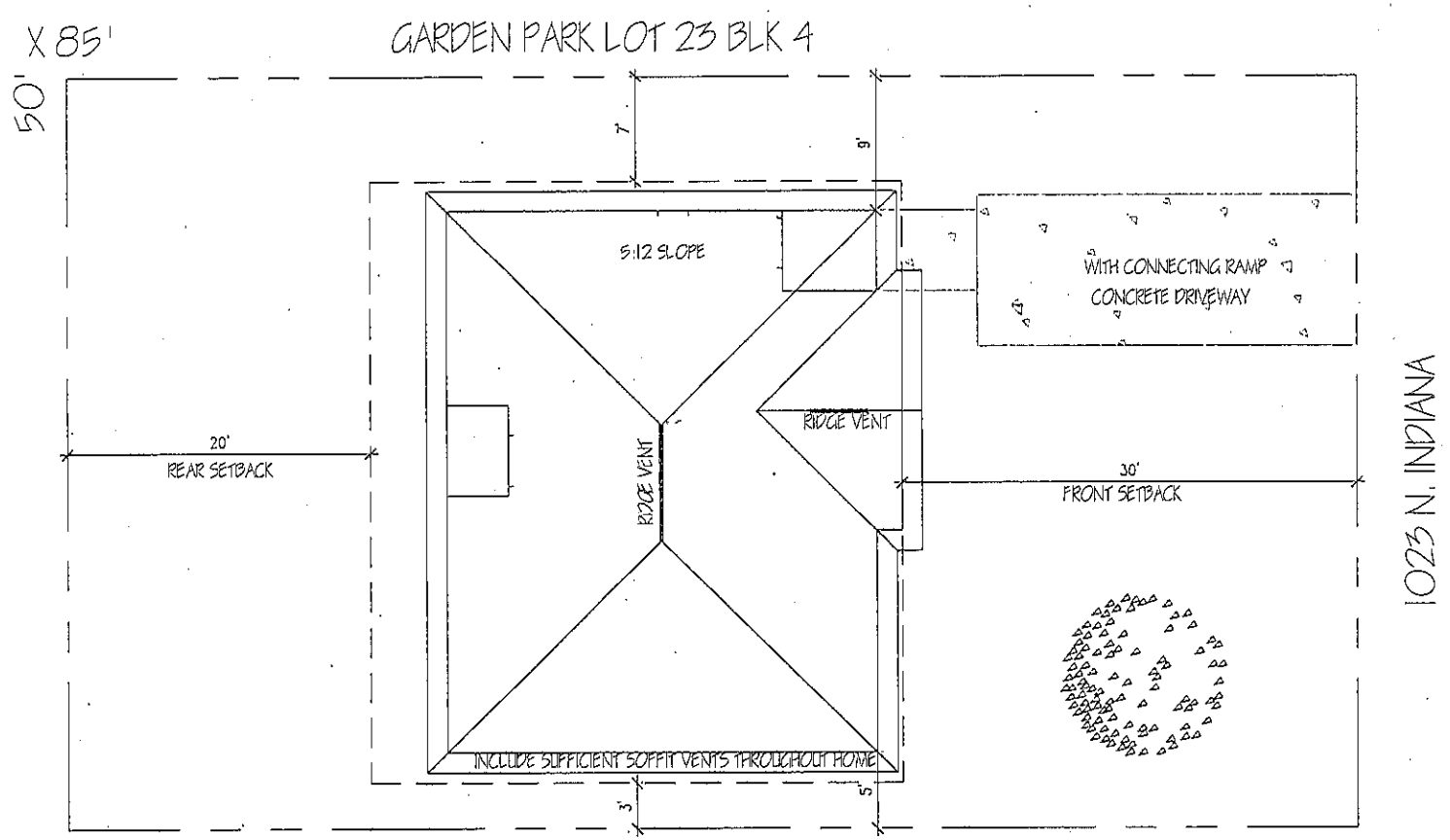
MARIA G. LERMA
1023 N. INDIANA–MERCEDES
956–565–8548

URBAN COUNTY PROGRAM
3304 W. ALBERTA–EDINBURG
(956) 787–8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GUDALUPE LERMA
1023 N. INDIANA - MERCEDES, TX

TOTAL AREA
1046 SQ. FT.



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city requlations/ ordinances.
It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by professional engineer..

Also, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.

In addition, remember to replace septic tank if needed and is more than 10 yrs old.

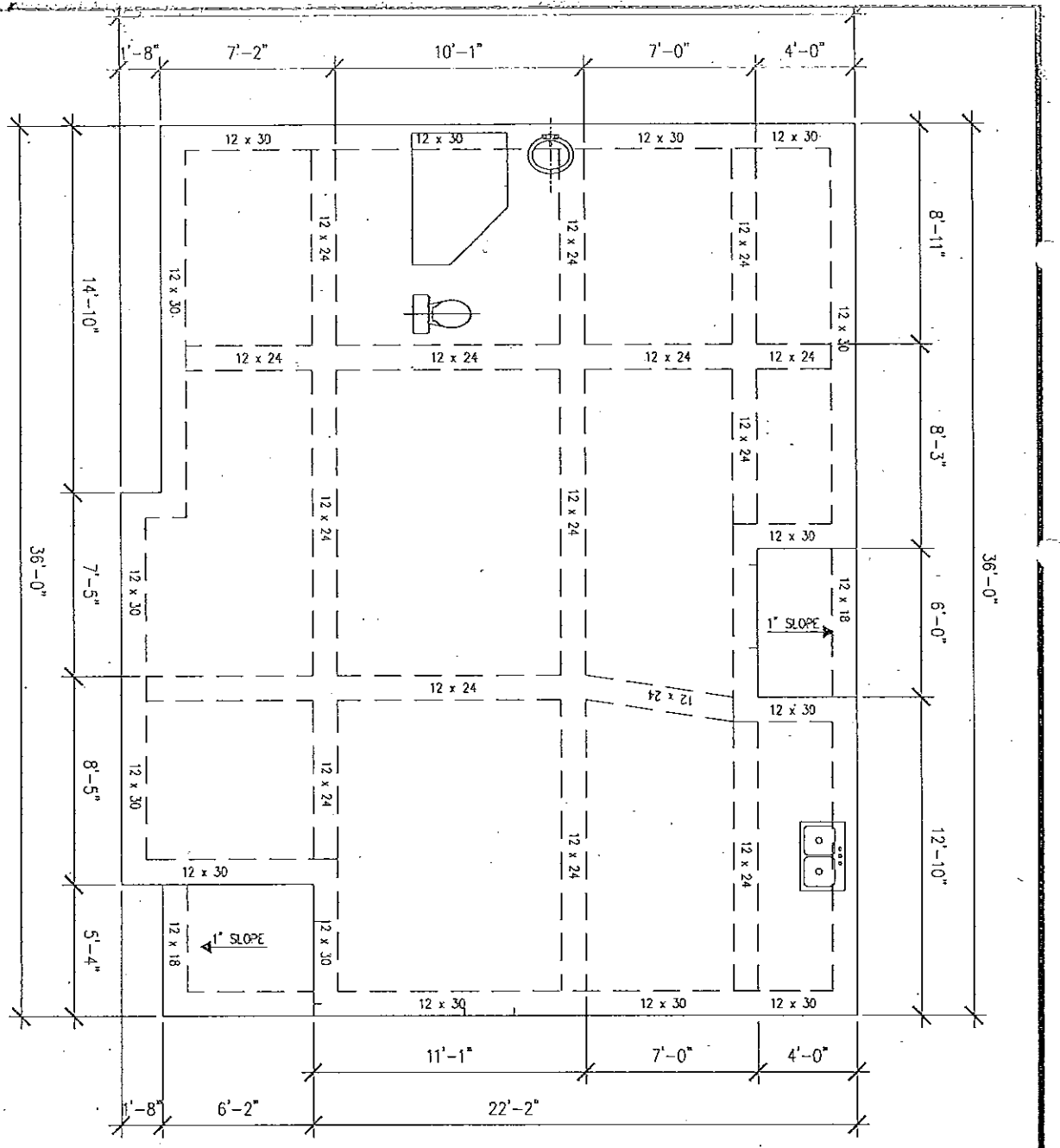
1 ROOF/ PLOT PLAN

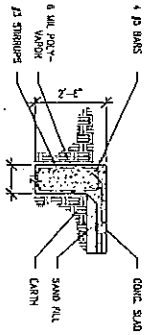
XREF SCALE: N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GUDALUPE LERMA
1023 N. INDIANA - MERCEDES, TX

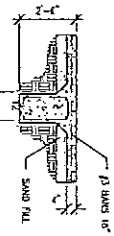
LIVING AREA
1046 SQ. FT.





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

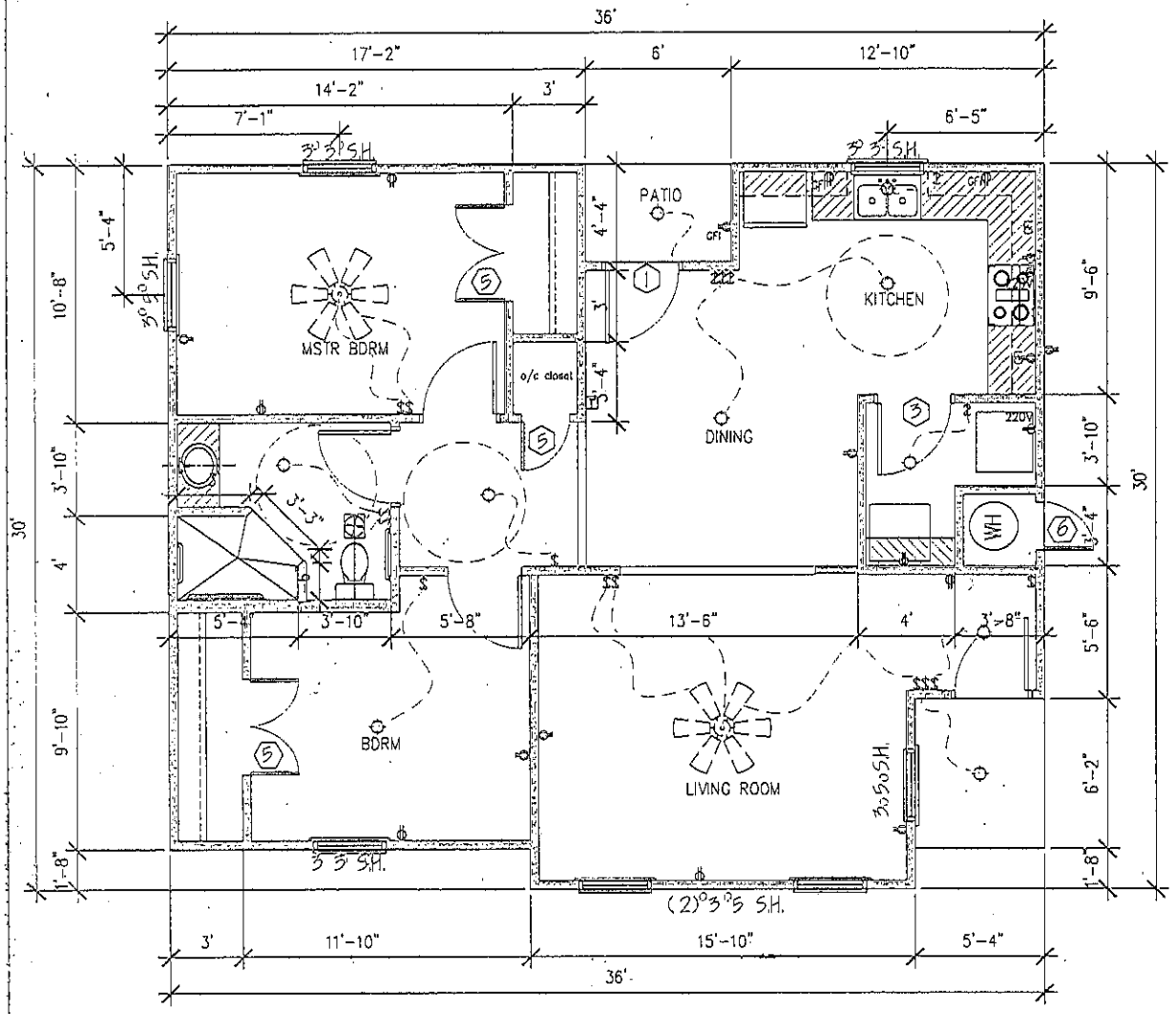
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GUDALUPE LERMA

1023 N. INDIANA - MERCEDES, TX

TOTAL AREA
1046 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	989
PORCH/ PATIO	57
TOTAL SQ. FT.	1046

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220v DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

DOOR SCEDULE

DR#	TASK	SZ X 6^8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3°	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3°	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3°	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2^8	POCKET DOOR	PASSAGE
5	INSTALL NEW UNIT	(2) 2^8	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2°	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
sw 6225 Accessible (wall) white (trim)

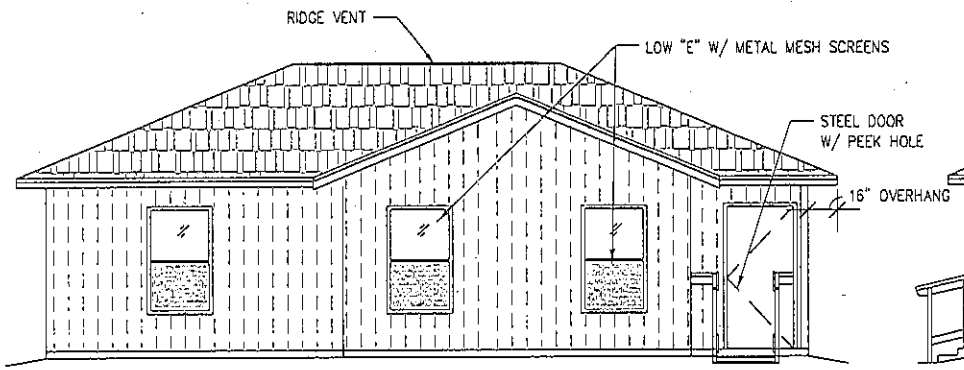
INTERIOR COLOR CHOICES TO BE OR MATCH:
sw 6113 Interactive cream (wall) white (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 5 DAY OF Feb. 2014
Yesenia M Vasquez

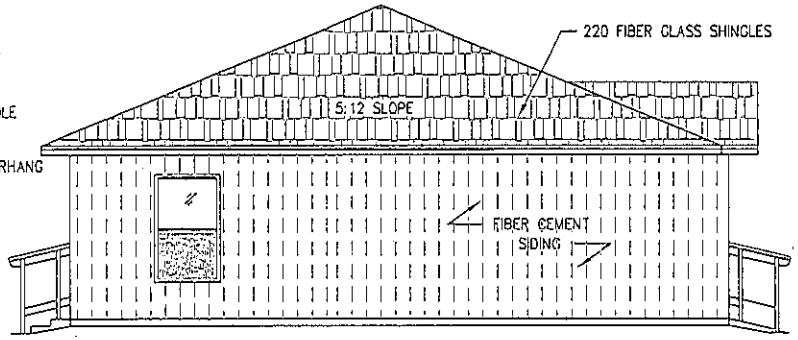
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GUDALUPE LERMA
1023 N. INDIANA - MERCEDES, TX

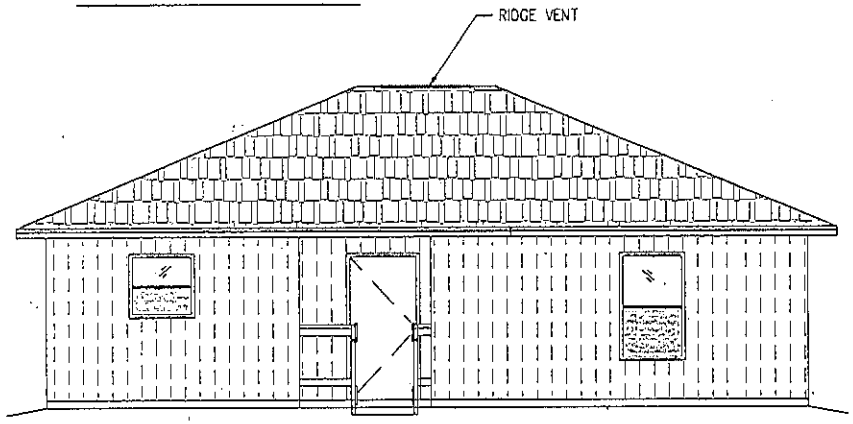
TOTAL AREA 1046 SQ. FT.



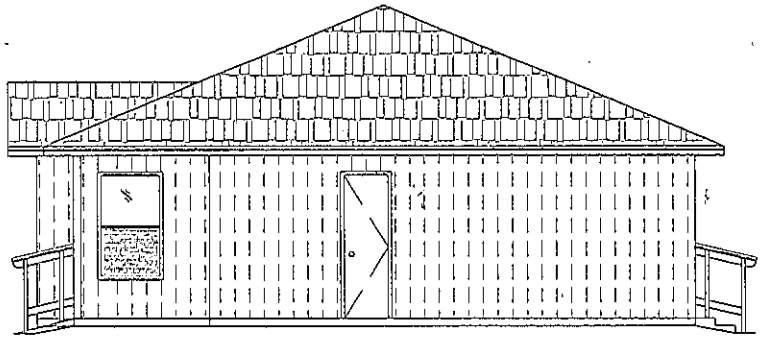
FRONT ELEVATION



LEFT ELEVATION



BACK ELEVATION



RIGHT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GUDALUPE LERMA

1023 N. INDIANA - MERCEDES, TX

TOTAL AREA
1046 SQ. FT.

SPECIFICATIONS

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL

OWNER (S) GUADALUPE LERMA CASE NO.: ME-50-12-03 DATE: 2-4-14 ADDRESS: 1023 N. INDIANA - MERCEDES PHONE: 956-565-8548 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & 12 X 25' CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- VANITY SINK WITH RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- ONE PIECE FIBER GLASS HANDICAP ACCESSIBLE SHOWER WITH FAUCETS, GRAB BARS & REMOVABLE SHOWER HEAD
- FIBER GLASS TUB/SHOWER FOR 2ND BATHROOMS UNLESS OTHERWISE NOTED.
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=6/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MAX).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MAX).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS.
ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & BUILT IN MEDICINE CABINETS AS PER SPECS.INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT ESCAPING WATER FROM SHOWER. INSTALL SINK AND CABINET ABOVE TOILET WHEN INDICATED. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS & SURVEYS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS. (WINDSTORM, SURVEYS)
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514, TEXAS & INTERNATIONAL BUILDING CODES 2012

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Maria G Lerma

NAME OF APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	April 2, 2014
Demolition	April 11, 2014
Construction Start	April 12, 2014
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	July 11, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$44,450.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$44,450.00

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **April 2, 2014**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Maria G. Lerma**

BORROWER'S ADDRESS:

1023 N. Indiana St.
Mercedes, TX 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$44,450.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$44,450.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$44,450.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Maria G. Lerma

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Raymundo Carrisales**
Its: **Owner of A-One Insulation**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 2nd day of **April, 2014**, by **Maria G. Lerma.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 2nd day of **April 2014**, by **Raymundo Carrisales, Owner of the A-One Insulation,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF APRIL 5, 2014.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Maria G. Lerma

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 23 Block 4 Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

AI-43712 **Urban County 13. C.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No.1 is requesting approval for the purchase and installation of sprinkler systems at the Sunset Park baseball fields from Green Thumb Irrigation & Landscaping in the total amount of $10,756.00, utilizing FY 21 (2008) Parks, Recreational Facility funds.

BACKGROUND

Three written quotes were received at the Precinct No. 1 office and Green Thumb Irrigation & Landscaping was the lowest. The installation of the sprinkler systems include the following:1-Rainbird ESPMe outdoor controller, 12- Rainbird PEB 2" electric valves, 2.5" Class 200 mainline, approximately 64-I-25 rotors with Lasco sch. 40 swing joints, approximately 56-Raimbird 5004 Rotors with RB swing joints, 1 – year warranty, 13-10" Ametex heavy duty valve boxes, 1-Rainbird wireless rainsensor, 14 guage direct burial wiring and miscellaneous fittings. Copies of the three quotes are attached.

Purchase Amount: $10,756.00
Funds Available: $70,140.32 FY 21 (2008) Parks, Recreational Facility

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 02:44 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mary Flores Started On: 03/20/2014 02:16 PM

Final Approval Date: 03/28/2014

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Price Quotations

MAR 11 2014

VENDOR #1
Name: Green Thumb
Person Contacted: George Davis **Phone:** 956-380-2289

Item#	Quantity	Description	Amount
	1	60 Foot Base ball field	
	1	90 Foot Base ball field	
		Total	$10,756.00

VENDOR #2
Name: Rainbow Sprinkler Systems
Person Contacted: Kenneth Hood **Phone:** 956-968-1752

Item#	Quantity	Description	Amount
	1	60 Foot Base ball field	$7,700.00
	1	90 Foot Base ball field	$15,300.00
		Total	$23,000.00

VENDOR #3
Name: Texas Landscape
Person Contacted: Rick Chapa **Phone:** 956-893-4789

Item#	Quantity	Description	Amount
	1	60 Foot Base ball field	
	1	90 Foot Base ball field	
		Total	$38,000.00

Recommendation: Green Thumb is the lowest quote and the most comprehensive in terms of spelling out specifications and materials to be used.

Requested by: 3-11-14
Jaime E. Garza Date

Approved by: 3/19/14
Antonio Barco, Deputy Director Date

Form UCA - 5

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

March 10, 2014

Ms. Diana R. Serna, Executive Director
Urban County Program
3304 W. Alberta
Edinburg, TX 78539

Dear Ms. Serna,

The precinct is requesting your office to process the attached form with quotations for sprinkler systems at the Sunset Park ball parks. We recommend the lowest quote as the most responsible. Green thumb is a large and well respected landscaper and installer of sprinkler systems. I am anxious to get this project going As soon as possible.

Please call me if you have any questions or require additional information from my office.

Respectfully,

Raul Lozano
Chief Administrator

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

irrigation invoice

Estimate Date:	3/7/2014	Estimate By	George Davis Licensed irrigator
Name:	Leonel Oliviera, Buyer		
Address:	1902 Stephens Road		

E

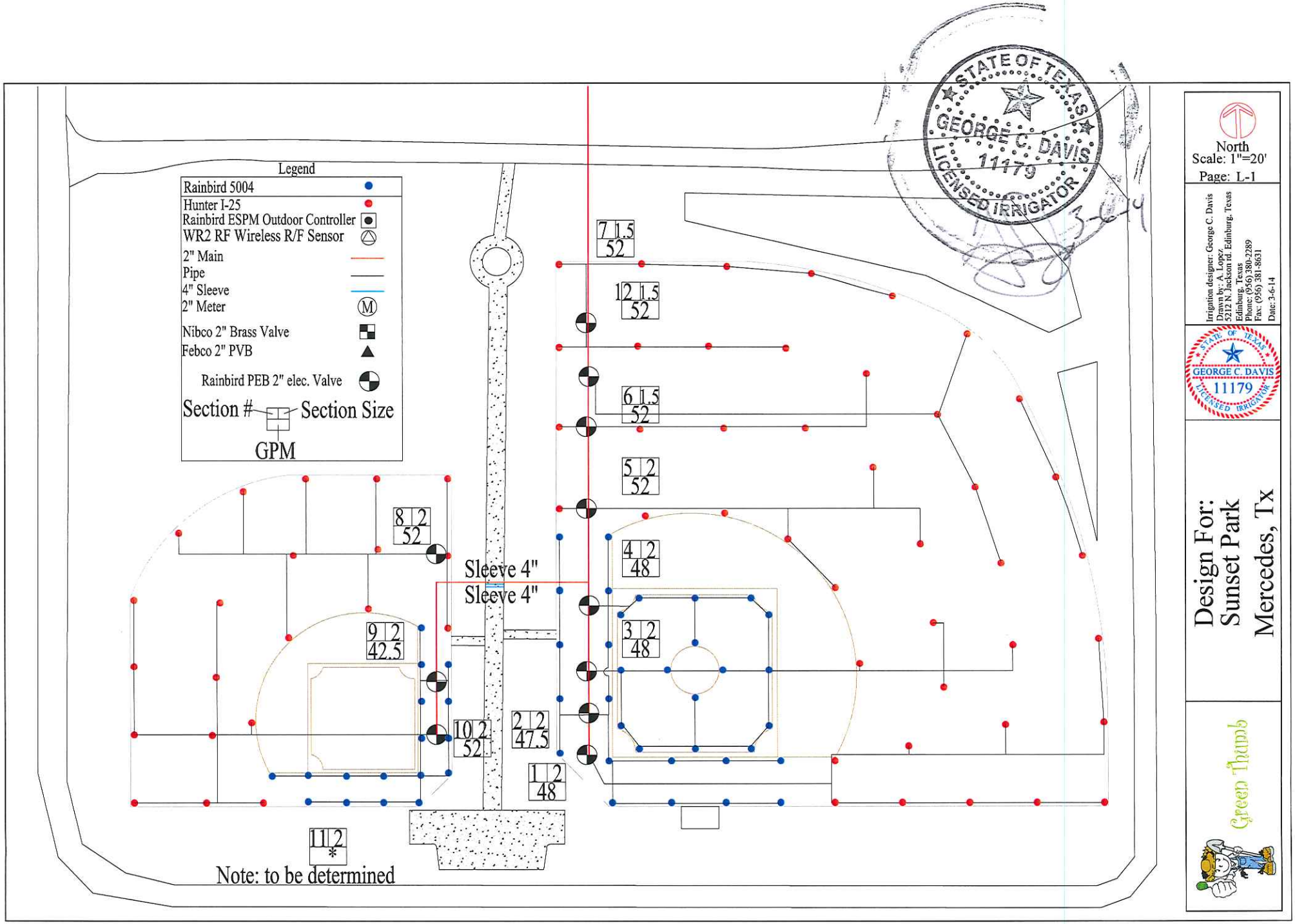
Plants / Materials	Size	Quantity	Price	Total
Sprinkler System Base Bid				
Green Thumb proposesto connect to existing	-	*1*		*$10,756.00*
water supply. Based on a minimum of 60psi				
working pressure and 50GPM.			Verified quote price	
Sprinkler System to include:			over the phone twice,	
1- Rainbird ESPMe outdoor controller				
12- Rainbird PEB 2" electric valves				
2.5" Class 200 mainline				
approx 64- I-25 rotors w Lasco sch 40 swing joints				
approx 56- Rainbird 5004 Rotors w RB swing joints				
1- Year Warranty				
13-10" Ametex heavy duty valve boxes				
1-Rainbird wireless rainsensor				
14 guage direct burial wiring				
misc fittings				

Note 1: This Estimate is Prepared according to specifications and plan if you want to include any option or procedure not mentioned in this estimate there will be an additional cost. Any final grade needed will be an

Note 2: This Proposal is Per Unit Price includes all material, labor, equipment, warranty, and supervision.

Note 3: Irrigation note, this Proposal guarantee for parts and labor 1 year.

Total	**$9,616.11**


Legend
Rainbird 5004
Hunter I-25
Rainbird ESPM Outdoor Controller
WR2 RF Wireless R/F Sensor
2" Main
Pipe
4" Sleeve
2" Meter
Nibco 2" Brass Valve
Febco 2" PVB
Rainbird PEB 2" elec. Valve
Section # Section Size
GPM
7 1.5 52
12 1.5 52
6 1.5 52
5 2 52
8 2 52
4 2 48
Sleeve 4"
Sleeve 4"
9 2 42.5
3 2 48
10 2 52
2 2 47.5
1 2 48
11 2 *
Note: to be determined
STATE OF TEXAS
GEORGE C. DAVIS
11179
LICENSED IRRIGATOR
North
Scale: 1"=20'
Page: L-1
Irrigation designer: George C. Davis
Drawn by: A. Lopez
5212 N. Jackson rd. Edinburg, Texas
Phone: (956) 380-2289
Fax: (956) 381-8631
Date: 3-6-14
Design For:
Sunset Park
Mercedes, Tx
Green Thumb

Rainbow Sprinkler Systems
2615 S Texas Blvd
Weslaco, Texas 78596
956-968-1752 office
956-246-4614 fax

March 6, 2014

Sunset Park Ball Fields' Sprinkler Systems

Explanation of Bid: Mile 11 N & 1 ½ mile West, Weslaco, Texas 78596

1. This bid consists of: Installing 71 Rainbird 6504 Falcon rotors(on swing joints) using #12 nozzles—with approximate 58 lbs of pressure. The rotors will be placed not over 50 feet apart.

2. There will be 15--2 inch Rainbird PEB valves installed in 10 inch valve boxes.

3. An outdoor electric Rainbird ESPME Controller with 16 stations to be installed at the large field pump station building. A rain sensor installed on the eave outside of the building.

4. The wire to be used will be 14 gauge.

5. A 2 inch Febco Pressure Vacuum Breaker Valve installed at the pump station building, with North Alamo Water to be the water source.

6. A 1 inch Rainbird quick coupler will be installed behind the pitcher's mound in a valve box (placed outside of the playing field) at both the large & small fields.

7. The static water pressure is 58 lbs at the water meter—about 10 lbs of water pressure loss to the rotor heads—48 lbs at the rotors, should be enough pressure to run the system without a pump. The system is based on 45 gallons per zone. The operating pressure maybe marginal & if necessary a booster pump can be added later. It will take 12 to 14 business days to complete the job.

8. Bid price for the large field: $ 15,300.00
   Bid price for the small field: $ 7,700.00

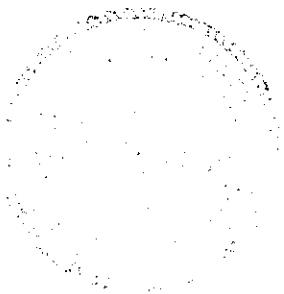
Total Price for both fields: $ 23,000.00. TAX EXEMPT

We do not carry Workmens Comp. We are willing to sign a Workmens Comp. waver. We do carry Liability Insurance of $600,000.00.
If there are any questions, call me at 956-968-1752 or 956-373-1993 cell.

Kenneth Hood
Rainbow Sprinkler Systems

Bid accepted as stated above:_____
Date:_____





Texas Landscape Contract & Invoice

10186

P.O. Box 384
Harlingen, Texas 78550
texnec@gmail.com
(956) 893-4789

Customer: Sunset Park Ball Fields. Sprinkler Systems

Address: _____

Date of Service: _____

PREPARATION
- ☐ Design/Planning
- ☐ Soil Preparation
- ☐ Grading

LAWN MAINTENANCE
- ☐ Sprinkler System Repair
- ☐ Mowing
- ☐ Fertilizing
- ☐ Insect and Weed Control
- ☐ Hydro seeding

MASONRY & STONEWORK
- ☐ Walkway
- ☐ Patio

WATER FEATURES
- ☐ Install Pond
- ☐ Install Water Fountain
- ■ Install Sprinkler System
- ☐ Irrigation and Drainage

MISCELLANEOUS
- ☐ Spring/Fall Cleanup
- ☐ Post Hole Digging & Fencing
- ☐ Debris Removal

WE HEREBY PROPOSE TO:

Baseball Green in
Hunter - Product
Hunter - Timer 6 to 42 Stations - Rain Sensor
Hunter Rotors -
Hunter Sprays
Hunter Valves - 1½ PGV.
Back Flow - 2in.
PVC pipe 2 to 1½ - 1. Class 200.

Warranty Terms: 1y on part and Labor
Work 1 Year - 3y

All Product are Cement Grad.

SUB TOTAL		~~38,000~~ 38,000
TAX	8.25%	
TOTAL		
DOWN PAYMENT (60%)		
BAL. FORWARD		

Terms: By signing this invoice it is agreed that the above prices, description of work or services to be performed are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment distribution as follows: 60% down and the remainder 40% to be paid upon completion of work.** A late charge of $50.00 will be applied if full payment is not received upon completion of work and $25.00 will be accrued for every day thereafter until full payment is received. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather conditions or delays beyond our control. All labor and materials are final. NO REFUNDS.

ACCEPTED SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

Window on State Government
Susan Combs Texas Comptroller of Public Accounts

NIGP Commodity Book

NIGP Commodity Book

Search the NIGP Commodity Book

NIGP Commodity Book

Class 515 - LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CLASS 020 FOR

NIGP Class-Item Codes contain 5-digits. To obtain the five digit code, combine the three digit class code with its corresponding two digit item number.

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CLASS: 515
LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CLASS 020 FOR AGRICULTURAL TYPES)

Item Number and Commodity Descriptions

05	Aerators, Pluggers, and Spikers
06	Baggers and Catchers, Grass, Lawn Mower
07	Blowers, Lawn, Power
08	Carts, Lawn
10	Edgers, Trimmers, and Weed Cutters
15	Engines, Motors, and Parts (For Lawn Equipment)
18	Feeders, Root
20	Fertilizer Distributors, Lawn Type (See Class 020 for Commercial Distributors)
23	Gang Mowers for Lawns and Grounds, All Types
24	Garden Hand Tools (Not Otherwise Specified) (Including Sickles)
29	Lawn and Grounds Equipment Rollover Protection (ROPS)
30	Lawn Mowers, Hand, Reel Type (Manual)
35	Lawn Mowers, Power, Heavy Duty, Flail Type (See Class 020 For Highway Type)
40	Lawn Mowers, Power, Heavy Duty, Reel Type (See Class 020 For Highway Type)
45	Lawn Mowers, Power, Heavy Duty, Rotary Type (Incl. Self-Propelle Types) (See Class 020 For Highway Type)
50	Lawn Mowers, Power, Light Duty, Reel Type (For Yard Use)

55 Lawn Mowers, Power, Light Duty, Rotary Type (For Yard Use)
56 Lawn Mowers, Riding Type (Incl. Parts)
59 Pads, Kneeling, Lawn and Garden
60 Pruners and Grass Clippers, Hand Type
63 Recycled Lawn Equipment, Accessories and Supplies
64 Rollers, Lawn (Including Parts and Accessories)
65 Rakers and Combers, Lawn, Power
66 Shears: Grass, Hedge, Lopping, Pruning, etc.
67 Shredders and Screeners (For Conditioning Soil)
68 Snowblowers and Snowthrowers, Tractor Mounted (For Lawns and Grounds)
69 Snowblowers and Snowthrowers for Lawns and Grounds (Walk Behind)
70 Sod Cutters and Lifters
75 Spreaders, Broadcast, Fertilizer and Seed
80 Sprinklers, Portable
82 Sprinkler Systems and Parts, Lawn and Turf —
83 Tree Trimming and Pruning Equipment (Portable, Power Operated - Saws)
85 Vacuum Cleaners and Other Litter Pickup Devices: Lawn, Parking A Sidewalk, etc.

Commodity	CC	CO	EX	MISC	OM	SS	Grand Total
48542	352.00						352.00
48553	52.20			11.46			63.66
48554	2,074.75	348.54					2,423.29
48555	240.00				850.00		1,090.00
48556		115.32					115.32
48560	199.53	85.66			841.44		1,126.63
48565	390.90				6.27		397.17
48567					299.60		299.60
48568	164.56				195.60		360.16
48572	342.48	392.10		31.80			766.38
48578	39.26						39.26
48584		392.00					392.00
48586	650.70	72.80					723.50
48588	398.49	595.50		34.48			1,028.47
48594		70.69		10.79			81.48
48613		37.04					37.04
48653		17.76					17.76
48686		579.85					579.85
49009		997.44					997.44
50525	1,213.44	389.50					1,602.94
50537		1,480.00					1,480.00
50547		320.00					320.00
51510			135.00		816.97		951.97
51515		99.01	1,264.05		245.00		1,608.06
51556			404.26		767.05		1,171.31
51559					260.55		260.55
51560		23.94			439.00		462.94
51563			672.14		52.80		724.94
51566					16.65		16.65
51582			22.20		316.67		338.87
52018			594.01				594.01
52505		45.50					45.50
52560		12.88					12.88
52570					89.97		89.97
53025					67.97		67.97
53039		35.22					35.22
54014					549.13		549.13
54023					623.71		623.71
54032					19.59		19.59
54044					76.86		76.86
54047					101.88		101.88
54062					1,053.32		1,053.32
54065					173.60		173.60
54066					108.00		108.00
54070					715.31		715.31
54073					295.50		295.50
54089					308.76		308.76
54090					171.73		171.73
54502			91.58				91.58
54509			580.72		229.80		810.52
54515		189.99					189.99
54521					170.65		170.65
54523			74.48				74.48
54526					829.26		829.26
54527		296.42					296.42
54530			1,150.00				1,150.00
54545		85.05					85.05
54575		15.96					15.96
55008	25,636.80						25,636.80

Zimbra **monica.leal@co.hidalgo.tx.us**

NIGP Code 515-82

From : Oscar Garza <oscar.garza@co.hidalgo.tx.us> Tue, Mar 11, 2014 03:40 PM

Subject : NIGP Code 515-82 2 attachments

To : Monica Leal <monica.leal@co.hidalgo.tx.us>

Cc : Francisco M. Martinez <francisco.martinez@co.hidalgo.tx.us>

Monica,
Attached is the expenditure report as of 3-10-2014 and it shows only 338.87 expended.

You can use this under the quotes you have gotten.

Thank you!

--

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us
☐ Is it really necessary to print this email?

com_515.pdf

45 KB

expenditure comm codes 3-10-2014.xls
2 MB

AI-43753 **Urban County 13. D.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Lupita V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Alton is requesting authority to purchase fire station equipment through Hidalgo County's membership and participation with Buyboard approved vendor Casco Industries, (contract # 363-10) in the amount of $90,724.16 (two quotes attached hereto) to include shipping fees. City of Alton funds under UCP Years 22, 23 & 24 (2009, 2010 & 2011) Fire Station/ Equipment funds will be utilized.

BACKGROUND

The fire station equipment purchase will include bunker gear, nozzles hoses, thermal imaging camera and a breathing compressor. Payment in the amount of $90.724.16 will include delivery/freight. Delivery is expected within 60 days.

Vendor: Casco Industries
Purchase Amount: $90,724.16

Funds Available: $ 3,453.92 Year 22 (2009) Fire Station Equipment
$ 12,295.13 Year 23 (2010) Fire Station Equipment
$106,595.92 Year 24 (2011) Fire Station Equipment
$122,344.97

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/25/2014 01:25 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mary Flores Started On: 03/25/2014 07:28 AM

Final Approval Date: 03/28/2014

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: ~~City of Alton~~ Buyboard **Person Contacted:** Jeff Underwood

VENDOR #1 **Name:** Casco Industries - Bob Yancy **Contract No. :** 363-10 **Phone:** 281-443-0999

Quantity	Description of Items	Price per Unit	Total Amount
12	Globe – 32782DT Coat G-Xtreme Tan Advance	935.13	11,221.56
60	Globe – 3RL Lettering 3" L/Y "ALTON" on Coat	1.44	86.40
12	Globe – 42782DT Pant G-Xtreme Tan Advance	689.4	8,272.80
12	Globe – 1301400 Shadow Leather Boots	346.5	4,158.00
20	North American – DB175X50YEN Hose 1-3/4" x 50 Nylon	134.40	2,688.00
4	Elkhart – SFM – LPG Phantom Nozzle W/Pistol Grip 1.5"	578.4	2,313.60
1	Bauer Compressor Model mini Unicus 13-E3 High pressure, breathing compressor with motor, starter, two air cylinders (Cascade system for SCBA gear)	45,854.00	45,854.00
			74,594.36
		TOTAL:	~~$74,697.36~~

Recommendation: Proceed with purchase of fire fighting equipment from Casco Industries, Inc.

Requested by: Jeff Underwood **Date** 3/5/14

UCP Approval: **Date** 3/7/14

UCA-5

REVSED JUNE 2009

Casco INDUSTRIES, INC.
Fire Equipment Sales & Service

Providing Protection for those Who Protect Us
since 1950
1920 Rankin Road, Suite 155 Houston, Texas 77073
281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: ALTON FD **Attn: JJ SALINAS** **Fax:** **E-Mail: jj.salinas@alton-tx.gov**	**Ship to:** Same BUY-BOARD #363-10

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
2/11/14	BOB YANCY		Best Way	Destination	NET 30 Days

Qty	Description	List Price	Unit Price	Total
12	GLOBE-32782DT COAT G-XTREME TAN ADVANCE	1,531.95	935.13	11,221.56
60	GLOBE-3RL LETTERING 3" L/Y "ALTON" ON COAT	2.40	1.44	86.40
12	GLOBE-42782DT PANT G-XTREME TAN ADVANCE	1,149.00	689.40	8,272.80
12	GLOBE-1301400 SHADOW LEATHER BOOTS	495.00	346.50	4,158.00
20	NORTH AMERICAN-DB175X50YEN HOSE 1 ¾" X 50' NYLON	192.00	134.40	2,688.00
4	ELKHART-SFM-LPG PHANTOM NOZZLE W/PISTOL GRIP 1.5" 200 GPM	964.00	578.40	2,313.60

Sub Total	**$28,740.36**
Shipping	**0.00**
TOTAL	**$28,740.36**

BOB YANCY / Sales Representative

QUOTATION

Casco INDUSTRIES, INC.

Fire Equipment Sales & Service

Providing Protection for those Who Protect Us since 1950

Casco Houston Office
1920 Rankin Rd. Ste 155
Houston, TX 77073
Phone: 281-443-0999
FAX: 281-443-0858
Email: byancy@cascoindustries.com

Alton FD
Attention: J.J. Salinas

Buy-Board #363-10

When entering a P.O., please make sure the ship to address is supplied, the pressure setting and voltage. An order cannot be processed until these items are supplied
If test documents ($110.00) and certificate of origin ($ 270.00) required must be requested at time of purchase order.

Air System

QUOTE No.: 1402-1405 **February 4, 2014**

1	**1**	**Bauer Compressor Model mini-Unicus 13-E3 High pressure, breathing air compressor, with Motor, starter, PLC controller, NEMA 4 electrical Enclosure, UL listed control panel, ACD system, Two UNi code stamped air cylinders, sound Enclosure, two position containment fill Station, Securus purification system, and Installed optional: interstage gauges, CO monitor, two (additional 6000 PSI UNi cylinders w/RCK 0037 and Side Mount/Dual Function cascade**	**List: $ 50,949.00** **Buy Board Price: $ 45,854.00**

ESTIMATED FRT. $0.00

Compressor System Performance

Maximum Pressure	6,000 PSI
Charging Rate SCFM	13.0 scfm
Free Air Delivery	10.8 acfm
Motor Horsepower	10
Number of Stages	4

Motor Voltage	460 Volt, 3-phase, 60 Hz
Purification System	P 2 Securus
Air Processing Capability	67,000 cubic feet
Dimensions	L 72 in; W 34 in, H 70 in.
Weight	3200 lbs.

Net –30 **F.O.B. Norfolk, VA (Prices good for 30 days)**

Current production lead time is 8-10 weeks after receipt of your valued order

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buyboard Person Contacted: Bob Yancy

VENDOR #1 Name: Casco Industries Contract No.: 363-10 Phone: 281-443-0999

Quantity	Description of Items	Price per Unit	Total Amount
1	MSA - 10145951 Evolution 6000 Plus TIC (Thermal Imagery Camera)	12,285.00	12,285.00
1	MSA – 10148136 Vehicle Charger	0.00	0.00
20	NAF – DB175X5YEN Hose 1-3/4 x 50'	134.40	2,688.00
2	ELK – SFM – HPG (00047021) 1.5" Pistol Grip Phantom Nozzle	578.40	1,156.80
		TOTAL:	$16,129.80

Recommendation: Proceed with purchase of fire fighting equipment from Casco Industries, Inc.

Requested by: Jeff Underwood Date 3/3/14

UCA-5

UCP Approval: Date 3/10/14

REVSED JUNE 2009

Caco INDUSTRIES, INC.
Fire Equipment Sales & Service

Providing Protection for those Who Protect Us
since 1950
1920 Rankin Road, Suite 155 Houston, Texas 77073
281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: URBAN COUNTY/ALTON FD **Attn: JJ SALINAS** **Fax:** **E-Mail: jjsalinas@alton-tx.gov**	**Ship to:** Same **BUY-BOARD #363-10**

QUOTE VALID FOR 60 DAYS

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
3/03/04	BOB YANCY		Best Way	Destination	NET 30 Days

Qty	Description	List Price	Unit Price	Total
1 26%	MSA-10145951 EVOLUTION 6000 PLUS TIC	17,550.00	12,285.00	12,285.00
1 N/A	MSA-10148136 VEHICLE CHARGER	850.00	0.00	0.00
20 30% DB	NAF-DB175X5YEN HOSE 1 ¾" X 50'	192.00	134.40	2,688.00
2 40% DB	ELK-SFM-HPG (00047021) 1.5" PISTOL GRIP PHANTOM NOZZLE	964.00	578.40	1,156.80

Sub Total	**$16,129.80**
Shipping	**0.00**
TOTAL	**$16,129.80**

BOB YANCY / Sales Representative

The City of Alton
509 South Alton Blvd. Alton, Texas 78573-1196
Office (956) 432-0760. Fax (956) 432-0766

FEB 27 2014

February 27, 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 that Hidalgo County Commissioner's Court approval the request to purchase firefighting equipment and issue the appropriate purchase orders for the purchases.

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
CEO
Alton Development Corporation

CC: Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager

AI-43713 **Urban County 13. E.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a program amendment for the City of La Villa to its Urban County Program FYs' 16, 18, 24, 25 & 26 (2003, 2005, 2011, 2012 & 2013) work plans. The amendment will delete the following project descriptions: construction of a belt filter press and an aerobic digester at the wastewater treatment plant and the planning, design and new construction of a 100,000 gallon water elevated storage tank, will also add a new activity for the wastewater treatment plant.

BACKGROUND

A Public Hearing was held on March 12, 2014 at 6:15 P.M. and citizen participation requirements have been met. The City of La Villa approved a program amendment for FYs' 16, 18, 24, 25 & 26 (2003, 2005, 2011, 2012 & 2013):

The proposed amendment will **delete** the following project descriptions:

The construction of a Belt Filter Press and Aerobic digester at the wastewater treatment plant and the new construction of a 100,000 gallon water elevated storage tank.

The proposed amendment will **add** the following project description:

Construction of new concrete headworks with mechanical bar screen, wash trough with auger, and dumpster on a concrete pad; removal and upgrades to mechanisms and controls of two existing 21'-0" dia. by 10'-6" deep clarifiers; new sludge dewatering station with concrete pad, polymer feed pumps, and two roll-off tanks. The complete project will incorporate all necessary piping, electrical conduit, wiring and equipment, and site work as required to achieve a fully functioning, integrated treatment plant. Project will also include but not limited to professional engineering service fees, testing fees, advertisements and any other related appurtenances, or expenses for the completion of the project.

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 02:59 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Mary Flores Started On: 03/20/2014 02:26 PM

Final Approval Date: 03/28/2014

Hector Elizondo
Mayor
Jorge Lopez Jr.
Mayor Pro-Tem
Wilfredo Mata
City Administrator

Manuel Hinojosa
Alderman Pl. 1
Joe Contreras
Alderman Pl. 2
Mario Lopez
Alderman Pl. 3
Rosa Perez
Alderwoman Pl. 5

Received
MAR 18 2014
Urban County Program
By: OL

March 18, 2014

Monica Leal
Program Coordinator
Urban County Program
427 E. Duranta, Suite 107
Alamo, TX 78516

Ms. Leal:

On March 12, 2014, the Board of Aldermen met in a public hearing to discuss the program amendment for Urban County Years 16, 18, 21, 25 and 26 and in a regular meeting to approve the program amendment for said years. Attached are the following documents:

- Public Hearing Sign in Sheet
- Minutes of the Public Hearing
- Minutes of the Minutes where the Board approved the program amendment.

This letter will serve as confirmation that you received these documents. Please let me know if there is anything that is missing. Thank you for your help.

Wilfredo Mata
City Administrator

Urban County Program

CITY OF LA VILLA
BOARD OF ALDERMEN
PUBLIC HEARING
WEDNESDAY, MARCH 12, 2014

THE BOARD OF ALDERMEN OF THE CITY OF LA VILLA, TEXAS MET FOR A PUBLIC HEARING ON WEDNESDAY, MARCH 12, 2014 AT 6:15 P.M. AT CITY HALL LOCATED AT 916 S. MIKE CHAPA BLVD., LA VILLA, TEXAS. THE FOLLOWING ARE THE MINUTES OF THAT PUBLIC HEARING.

1. Mayor Hector Elizondo called the public hearing to order at 6:15 p.m.

2. Present for the Public Hearing are as follow: Mayor Hector Elizondo, Alderman Mario Lopez, Alderman Jorge Lopez and Alderwoman Rosie Perez

3. Mayor Elizondo informed the Board of the item that was on the Public Hearing Agenda. The item are as follow:

    - Discussion on Program Amendments UCP Years 16, 18, 21, 25 and 26

Mayor Elizondo opened the Public Hearing for the Program Amendments for years 16, 18, 21, 25 and 26. Mayor Elizondo read aloud the public hearing notice that had been published in the newspaper. Mayor Elizondo informed the Board that the monies would be moved to the water/sewer improvements. Being that there was no discussion or comments, Mayor Elizondo closed the public hearing.

4. Mayor Elizondo closed public hearing at 6:27 p.m.

Public Hearing
Urban County Program Amendment
Years 16, 18, 24, 25 & 26
Sign in Sheet

March 12, 2014
6:15 p.m.

	Name	Address
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

CITY OF LA VILLA
BOARD OF ALDERMEN
REGULAR MEETING
WEDNESDAY, MARCH 12, 2014

THE BOARD OF ALDERMEN OF THE CITY OF LA VILLA, TEXAS MET FOR A REGULAR MEETING ON WEDNESDAY, FEBRUARY 12, 2014 AT 6:30 P.M. AT CITY HALL LOCATED AT 916 S. MIKE CHAPA BLVD., LA VILLA, TEXAS. THE FOLLOWING ARE THE MINUTES OF THAT MEETING.

ITEM 1. CALL MEETING TO ORDER

Mayor Hector Elizondo called the meeting to order at 6:30 p.m.

ITEM 2. ROLL CALL

Mayor Elizondo conducted roll call, the following members and staff were present:

Present: Mayor Hector Elizondo
Alderman Mario Lopez
Alderman Manuel Hinojosa
Alderwoman Rosie Perez

Absent: Alderman Joe Contreras and Mayor Pro-Tem Jorge Lopez

Staff Members: Mr. Mata, City Administrator, Robert Salinas, City Attorney and Lupita Suarez, City Secretary

- Let the record show that Alderman Joe Contreras joined the meeting at 6:32 p.m.

ITEM 8. Discussion and Appropriate Action on Approving 2012-2013 Audit

Mr. Mata informed the Board that the 2012-2013 Audit was ready and that Mr. Pete Espinoza was available for any questions. Mr. Mata explained to the Board that the looked very good compared to last years. After a brief discussion, Mr. Mata recommended that the Audit be approved as presented. Mayor Elizondo entertained a motion to approve the 2012-2013 audit as presented. Alderman Mario Lopez moved and was seconded by Alderwoman Rosie Perez. All in favor, motion carried.

ITEM 17. Discussion and Appropriate Action on Program Amendment for Urban County Years 16, 18, 24, 25 & 26

Mayor Elizondo informed the Board that the item had been discussed in the public hearing. Mayor Elizondo read aloud the public hearing notice to the Board. After a brief discussion, Mayor Elizondo entertained a motion to approve the Program Amendment for Urban County Years 16, 18, 24, 25 & 26. Alderman Joe Contreras moved and was seconded by Alderman Manuel Hinojosa. All in favor, motion carried.

AI-43730 **Elections Administration 14. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and AGUA Special Utility District for their election to be held on May 10, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 3/21/14, the AGUA Special Utility District does not owe the Hidalgo County Elections Dept. any outstanding charges.

Attachments

AGUA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/21/2014 01:03 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Amanda Valdez Started On: 03/21/2014 10:27 AM

Final Approval Date: 03/28/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **AGUA SPECIAL UTILITY DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 10, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 10, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 10, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Francisco Flores
District Manager
AGUA SUD
PO Box 4379
Mission, TX 78573

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract 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.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 14th day of March, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

AGUA SUD
ENTITY

BY: Francisco Flores

PRINT: FRANCISCO FLORES

TITLE: DISTRICT MANAGER

ATTEST

BY: Cynthia Villarreal

PRINT: Cynthia Villarreal

TITLE: Admin. Asst.

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: AGUA SUD | **DATE: May 10, 2014**

	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	6	$600.00
G	iVotronic Voting Machine(s)	$150.00	12	$1,800.00
G	ADA iVotronic Voting Machine(s)	$150.00	6	$900.00
H	Delivery/ Pick-up Fee (includes Mileage)	$450.00	1	$450.00
			Total iVotronic Programming Charges	$4,360.00

6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	Voter Registration Database Access (Per Day)	$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	3	$450.00
C	Printer Labels (per vote)	$0.03	15834	$475.02
D	Username/Password - Per Polling Location	$20.00	6	$120.00
			Total Electronic Poll Book Charges	$1,945.02

6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	330	$181.50
	Election Day Combination Forms	$0.55	330	$181.50
	Election Judge Kit for Early Voting	$35.00	3	$105.00
	Election Judge Kit for Election Day	$35.00	3	$105.00
	Polling Location Map(s)	$17.00	6	$102.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	300	$60.00
			Total Supplies Charges	$735.00

6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	950	$380.00
	Mail-in-Ballots Kit(s) per request	$2.00	300	$600.00
	Postage Mail-in-Ballots (per request)	$0.61	300	$183.00
	Correspondence Postage	$0.46	3	1.38
			Total Mail & Ballot Service Charges	$1,314.38

6.05	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,500.00	1	$1,500.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,500.00

6.06	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00

6.07	Payroll for Training and Election Poll Workers	Price	Total
	Payroll for Early Voting Employees	$6,600.00	$6,600.00
	Payroll for Election Day Employees	$1,200.00	$1,200.00
		Total Payroll Charges	$7,800.00

6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	$150.00	1	$150.00
			Total Ballot Board Charges	$150.00

6.09	Canvass and Precinct by Precinct Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$350.00	1	$350.00
	Precinct by Precinct Report	$27.19	1	$27.19
			Total Canvass Report Charges	$377.19

6.10	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 9.00	3	261	$14.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	6	522	$50.11
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	3	45	$2.43
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	6	90	$8.64
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$75.28

6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone	$17.52	3	$52.56
			Total Cell Phone Charges	$52.56

6.12		
	Subtotal	$18,309.43
	Administrative Fees (10%)	$1,830.94
	ESTIMATED GRAND TOTAL	$20,140.37

AI-43833 **Precinct #2 15. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval to submit a permit application to the United States Army Corps of Engineers by R. Gutierrez Engineering Corporation on behalf of Hidalgo County, to obtain a permit for the Precinct 2 Tower Rd Project.
2. Authorization for the County Judge to sign all pertinent documents.

BACKGROUND

Precinct 2 is currently in the process of obtaining a license from the United States International Boundary and Water Commission (IBWC) for the Pct 2 Tower Rd project, however, in order for the IBWC to issue the license to construct a new roadway across the IBWC floodway we must first obtain a permit from the US Army Corp of Engineers.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Application Only - No Fiscal Impact

Attachments

Application and Back up

Project Drawings

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Angela Garcia	03/28/2014 03:31 PM
Budget & Management	Debbie Tamez	03/28/2014 03:33 PM
Roland Garcia	Rolando Garcia	03/28/2014 04:09 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Erika Zamora Started On: 03/27/2014 03:16 PM

Final Approval Date: 03/28/2014

R. Gutierrez Engineering Corporation

March 26, 2014

Lloyd Mullins
Supervisor, Corpus Christi Regulatory Field Office
U.S. Army Corps of Engineers
5151 Flynn Parkway
Corpus Christi, Texas 78411-4318

SUBJECT: Section 404 Application for Department of Army Permit
Hidalgo County Precinct No. 2 – South Tower Road Improvements

Dear Mr. Mullins,

On behalf of our client, County of Hidalgo Precinct No. 2, we would like to submit the attached permit application and support documentation for your review and approval.

Please refer to your letter of March 14, 2012, regarding SWG-2012-00136 Determination. The proposed improvements for this roadway include a road crossing over the IBWC Main Floodway Channel, including La Cruz Resaca, which is determined to be a water of the United States subject to U.S. Army Corps of Engineers Section 404 Permit of the Clean Water Act.

Should you have any questions or require additional information, please do not hesitate to contact me at (956)782-2557 or rgutierrez@rgec.net

Sincerely,

Ramiro Gutierrez, P.E.

Ramiro Gutierrez, PE
Project Engineer

130 East Park Avenue – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: office@rgec.net

U.S. ARMY CORPS OF ENGINEERS
SECTION 404
APPLICATION FOR
DEPARTMENT OF THE ARMY PERMIT

Prepared for:
Hidalgo County – Texas
302 W. University Drive
Edinburg, Texas 78539

Prepared by

R. Gutierrez Engineering Corporation
130 East Park
Pharr, Texas 78577
Tel: 956-782-2557
Fax: 956-782-2558

March 26, 2014

R. Gutierrez Engineering Corporation
T.B.P.E. FIRM: F486

Table of Contents

Cover Letter

404 Permit Application

Additional Sheet for Block 22

Agency Correspondence

- State Historic Preservation Office
- U.S. Fish and Wildlife Service
- Texas Commission on Environmental Quality
- Texas Parks & Wildlife

Project Drawings

U.S. ARMY CORPS OF ENGINEERS

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT

33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved - OMB No. 0710-0003 Expires: 31-AUGUST-2013

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME	8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)
First - Ramon Middle - Last - Garcia	First - Ramiro Middle - Last - Gutierrez
Company - Hidalgo County - Texas	Company - R. Gutierrez Engineering Corporation
E-mail Address - countyjudge@co.hidalgo.tx.us	E-mail Address - rgutierrez@rgec.net
6. APPLICANT'S ADDRESS:	**9. AGENT'S ADDRESS:**
Address- 302 W. University Drive	Address- 130 E. Park Ave.
City - Edinburg State - TX Zip - 78539 Country - USA	City - Pharr State - TX Zip - 78577 Country - USA
7. APPLICANT'S PHONE NOs. w/AREA CODE	**10. AGENTS PHONE NOs. w/AREA CODE**
a. Residence b. Business (956) 318-2600 c. Fax (956) 318-2699	a. Residence b. Business (956) 782-2557 c. Fax (956) 782-2558

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Ramiro Gutierrez, P.E. to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

SIGNATURE OF APPLICANT _____ DATE _____

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions)

Hidalgo County Precinct No. 2 South Tower Road Improvements Project

13. NAME OF WATERBODY, IF KNOWN (if applicable)	14. PROJECT STREET ADDRESS (if applicable)
IBWC Main Floodway Pilot Channel (La Cruz Resaca)	Address Hidalgo Co, Pct 2, on Tower Rd. Algn't and Pilot Channel
15. LOCATION OF PROJECT Latitude: °N 26.136509 Longitude: °W -98.119010	City - State- Texas Zip-

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)

State Tax Parcel ID Municipality

Section - Township - Range -

17. DIRECTIONS TO THE SITE

From Expressway 83 (IH-2) take Tower Road exit and travel south on Tower Road approximately 3.5 miles until getting to IBWC levee.

18. Nature of Activity (Description of project, include all features)

The project proposes to construct a new road across the Main IBWC Floodway and crossing Main Pilot Channel (La Cruz Resaca) with a proposed bridge, the project will consist of:
Excavation of the channel banks, stone riprap, and pre-stressed concrete piles.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The purpose of the proposed project is to continue the existing Tower Road from Rancho Blanco Road across the Main IBWC Floodway to Juan Balli Road to allow for better traffic circulation.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

Permanent discharges associated with this project will consist on stone riprap to protect the channel banks and possible drilling of pilot holes to drive concrete piles into the bottom of the channel to support the proposed bridge, excess excavated material will be properly removed from the site

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
Stone Riprap = 1,265 CY	Excavated Material = 2,631 CY	

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres See attached sheet
or
Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

Stone riprap will be utilized for bank stabilization and protection and to allow habitat to grow beneath the bridge. Also a series of BMPs will be utilized as sediment control fence, stabilization blankets, and compost filter socks as deemed necessary. Final vegetation will be accomplished be seeding with a mix of native grasses and temporary irrigating the affected area.

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- Rio Fresh Inc. PO Box 1619

City - San Juan State - TX Zip - 78589

b. Address- Valley Land Fund Inc. 2400 N. 10th Street Suite A

City - McAllen State - TX Zip - 78501

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
State Hist. Presrv. Of.	No Adverse Effect		02/15/2012	03/07/2012	
US Dept. of FWS	No Adverse Effect			10/09/2012	
TCEQ	Letter of Cleareance		01/28/2013	02/11/2013	
Texas Parks & Wildlif	No Adverse Impact			02/26/2013	

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT	DATE	SIGNATURE OF AGENT	DATE
		Rain [illegible], P.E.	3/26/14

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

Block 22

This project will disturb 100 linear feet of the IBWC Main Pilot Channel (La Cruz Resaca), work will consist on excavating both sides of the channel to provide trapezoidal channel. Work will be done with backhoe or excavator from the top of the bank. Excavated material will be placed directly into the trucks to removed said excavated material from the Resaca area. If excavated material is suitable for embankment it might be used for this purpose during the construction of the roadway embankment. Contractor will be required to implement Storm Water Pollution Prevention Plan .prior to commencement of any construction or excavation activities.

R. Gutierrez Engineering Corporation – Firm # F-486

RECEIVED
FEB 21 2012
Texas Historical Commission

February 15, 2012

Mr. James E. Bruseth, Ph.D.
Department of Antiquities Protection
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

RE: South Tower Road Floodway Crossing

Dear Dr. Bruseth:

Hidalgo County Precinct No. 2 is planning to extend Tower Road, south of Alamo, Texas, across the International Boundary & Water Commission (IBWC) Floodway from Rancho Blanco Road, south to Juan Balli Road. The existing right-of-way width varies from 40 feet to 100 feet in width. The proposed right-of-way width will be a usual 100 feet with additional right-of-way at the floodway levees.

Currently, there is no paved road across the IBWC floodway and no bridge crossing the pilot channel. The proposed scope of work includes extending a road across the floodway and a bridge across the pilot channel. A copy of the USGS map and preliminary construction plan details are enclosed for your information and review.

Since the floodway is under IBWC jurisdiction, Hidalgo County is required to obtain a license from them; therefore, I request your concurrence that this project will not impact any cultural resources.

Thank you in advance for your expeditious review. If you have any questions concerning project environmental issues or would like to visit the project, please do not hesitate to call me at (956) 782-2557.

Sincerely,

Ramiro Gutierrez, P.E.
President

Enclosure (as stated)

cc: Files

NO ADVERSE EFFECT
On National Register-eligible or listed properties
PROJECT MAY PROCEED
by _____
for Mark Wolfe
State Historic Preservation Officer
Date 3/7/2012

130 E. Park, Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgec.net

United States Department of the Interior
FISH AND WILDLIFE SERVICE
Ecological Services - LRGV Sub Office
Phone: (956) 784-7560 Fax: (956) 787-0547
3325 Green Jay Road
Alamo, TX 78516
October 9, 2012

Marc Haws, P.G., Sr. Consultant
Ambiotec Engineering Croup
1101 East Harrison Avenue
Harlingen, TX 78550

Re: Consultation No.: 02ETCC00-2012-I-0106

Dear Mr. Haws;

This responds to letters, documentation and conversations regarding your request that the U.S. Fish and Wildlife Service (Service) review the proposed roadway extension south of the City of Alamo, Hidalgo County, Texas. Your client, Hidalgo County Precinct No. 2, had notified us via correspondence dated January 15, 2012 of their intent to extend Tower Road southward, across the International Boundary & Water Commission (IBWC) Floodway from Ranch Blanco Road to join with Juan Balli Road. Since the existing ROW widths vary from 40 to 100, additional ROW will be obtained to increase the proposed ROW to 100 feet wide with additional ROW at the floodway levees. Because the Floodway is under IBWC jurisdiction, the County is required to obtain a license from them to proceed with the project. We had responded on April 5, 2012, with several questions regarding specifics of the original project and are now in receipt of your Environmental Assessment (EA) prepared for R. Gutierrez Engineering and Hidalgo County Precinct No. 2.

While R. Gutierrez had made an initial determination of 'No Impacts to threatened or endangered species', we had requested further information and clarification of the project since the proposed roadway extension would cross over the pilot channel that would include habitat removal around the pilot channel, irrigation ditch and levees. The EA contained engineering schematics showing the proposed roadway and bridge components, but did not have a clear map delineating where the road extension was to occur. Also, there was no clear indication of the amount of habitat or locations of habitat to be removed.

On an informal site visit to the proposed area, you, Ms. Fuentes-Capozello of the Service and Mr. Gutierrez noted that both sides of the pilot channel contain existing ditches, brush and shrub habitat, and agricultural fields. The proposed project area is located within agricultural/rangeland, with open ditches and a pilot channel crossing through it, and the waterways are lined with trees, shrubs and brush.

From subsequent phone and email conversations, as well as a site visit with you on October 3, 2012, we were able to note exactly where the pilot channel will be crossed, as well as where the roadway is to be diverted from the existing irrigation ditch. It was also clarified that the banks of the pilot channel would be lined with riprap rather than smooth concrete as it crosses beneath the bridge and allow habitat to grow beneath the bridge.

It was mentioned in the EA that "*...(n)o effects or adverse impacts on Federal...threatened and endangered species would occur as a result of the proposed project due to a lack of preferred habitat within the proposed project area...Potential habitat was identified for several threatened and endangered species at the site; however, the proposed project would not jeopardize the continued existence of any listed threatened or endangered species...*" we had mentioned that the brush and trees

lining the pilot channel and the levees may constitute wildlife corridors that may allow not only listed species such as ocelots and jaguarundis, but their prey and other wildlife such as bobcats, raccoons, coyotes, to travel from one habitat to another along these waterways, so the Service recommends minimal habitat disturbance, and to revegetate with native vegetative species in disturbed areas.

We have also reviewed the BMPs submitted and noted that the ocelot (*Leopardus pardalis*) and the jaguarundi (*Herpailurus yagouaroundi cacomitli*) were not included in the list of species that may occur in the area. The Northern Aplomado falcon (*Falco femoralis septentrionalis*), as well as the Interior Least Tern (*Sterna antillarum athalassos*) are also federal listed as endangered, and not just as migratory birds.

Please note that the Service strives to respond to requests for project review within 30 days of receipt, however, this time period is not mandated by regulation. Responses may be delayed due to workload and lack of staff. Failure to meet the 30-day timeframe does not constitute a concurrence from the Service that the proposed project will not have impacts to threatened and endangered species.

The Service agrees that these avoidance and minimization measures are appropriate, and with their implementation the likelihood of an impact occurring is insignificant and discountable, therefore; the Service concurs with the determination that the project "is not likely to adversely affect listed species". Should project plans change, portions of the project were not evaluated, or differ from the described above, please notify us. If we can be of further assistance, please contact Brunilda Fuentes-Capozello (956-784-7631), or Ernesto Reyes, Jr. on this letterhead.

Sincerely,

Ernesto Reyes Jr.

Ernesto Reyes, Jr.
Fish & Wildlife Biologist

For
Allan M. Strand
Field Supervisor

cc: Field Supervisor, U.S. Fish and Wildlife Service, Corpus Christi, TX

Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 11, 2013

Mr. Arturo Garcia, Jr., P.E., Senior Project Manager
R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

Dear Mr. Garcia:

We have reviewed the applicable Storm Water Rules under the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (CGP) to see if the rules apply to your project. According to your letter dated January 28, 2013, you are requesting a letter of clearance for a construction project to construct a roadway along South Tower Road in Alamo (Hidalgo County), Texas. Based on the review of the material you submitted, your construction project requires coverage under the TPDES CGP as a large construction site. As stated in your letter, continue your plan to develop a Storm Water Pollution Prevention Plan, submit your Notice of Intent, and post your Large Construction Site Notice for the construction project listed above.

Consider this correspondence as the Letter of Clearance you requested. Please comply with any applicable environmental regulations of the U.S. Environmental Protection Agency and associated agencies dealing with this clearance request.

The TCEQ appreciates your concern and your efforts to ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact Mr. Norberto Mendoza Jr. in the Harlingen Region Office at (956) 430-6037.

Sincerely,

Jaime Garza, Regional Director
Harlingen and Laredo Regional Offices

JG/nmj

TEXAS PARKS & WILDLIFE

Life's better outside.®

Commissioners

T. Dan Friedkin
Chairman
Houston

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Fort Worth

Antonio Falcon, M.D.
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Bill Jones
Austin

Margaret Martin
Boerne

S. Reed Morian
Houston

Dick Scott
Wimberley

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

February 26, 2013

Arturo Garcia, Jr.
R. Gutierrez Engineering Corporation
130 East Park Avenue
Pharr, TX 78577

RE: Proposed Tower Road Floodway Crossing, Hidalgo County, Texas

Dear Mr. Gutierrez:

This letter is in response to your request for review of the project referenced above. Hidalgo County Precinct No. 2 is proposing to extend Tower Road across the International Boundary and Water Commission (IBWC) floodway. Texas Parks and Wildlife Department (TPWD) provided comments on this project in a letter dated April 24, 2012 in response to the threatened and endangered species review required by the IBWC.

Project Description

Hidalgo County Precinct No. 2 is proposing to widen and extend Tower Road from Rancho Blanco Road south to Juan Balli Road by constructing an at-grade asphalt roadway. Existing segments of Tower Road consist of either a single 10-foot wide dirt road or a two 10-foot wide lane caliche road. The proposed road would widen the existing portion of Tower Road to include four 12-foot wide travel lanes with a 14-foot wide center turn lane. The extended portion of Tower Road would consist primarily of two 12-foot wide travel lanes with eight-foot wide outside shoulders. The road would extend across the floodway and a bridge would be constructed to span the pilot channel. Drainage structures would be installed under the road to convey stormwater. The existing right-of-way (ROW) varies from 40 to 100 feet in width. The proposed ROW would be 100-feet wide throughout with additional ROW (approximately 385-feet wide) at the floodway levees.

TPWD Review

As part of the original 2012 review, TPWD searched the Texas Natural Diversity Database (TXNDD) of known records for species and rare resources within 1.5 miles of the project site, reviewed the Annotated County List of Rare Species for Hidalgo County, and the project information that was provided. TPWD recommended a number of measures and best management practices (BMPs) that could be implemented to avoid and/or minimize potential negative impacts to federal and state-listed species.

For the current review, TPWD was provided with a preliminary plan and layout of the project site as will as a "Contractor Awareness and Best Management Practices for Biological Resources" document that contained many of the recommendations provided by TPWD in the April 24, 2012, letter.

Recommendation: As noted in the Contractor Awareness and BMP document, it is preferable to allow wildlife that may enter the project area to leave the area on its own. It should be noted that handling or relocating state-listed species requires a permit issued by TPWD. The required permit (i.e., scientific collection permit) can be obtained from TPWD Wildlife Permits Program. For more information regarding this permit, please visit TPWD's wildlife permit website at: http://www.tpwd.state.tx.us/business/permits/land/wildlife/

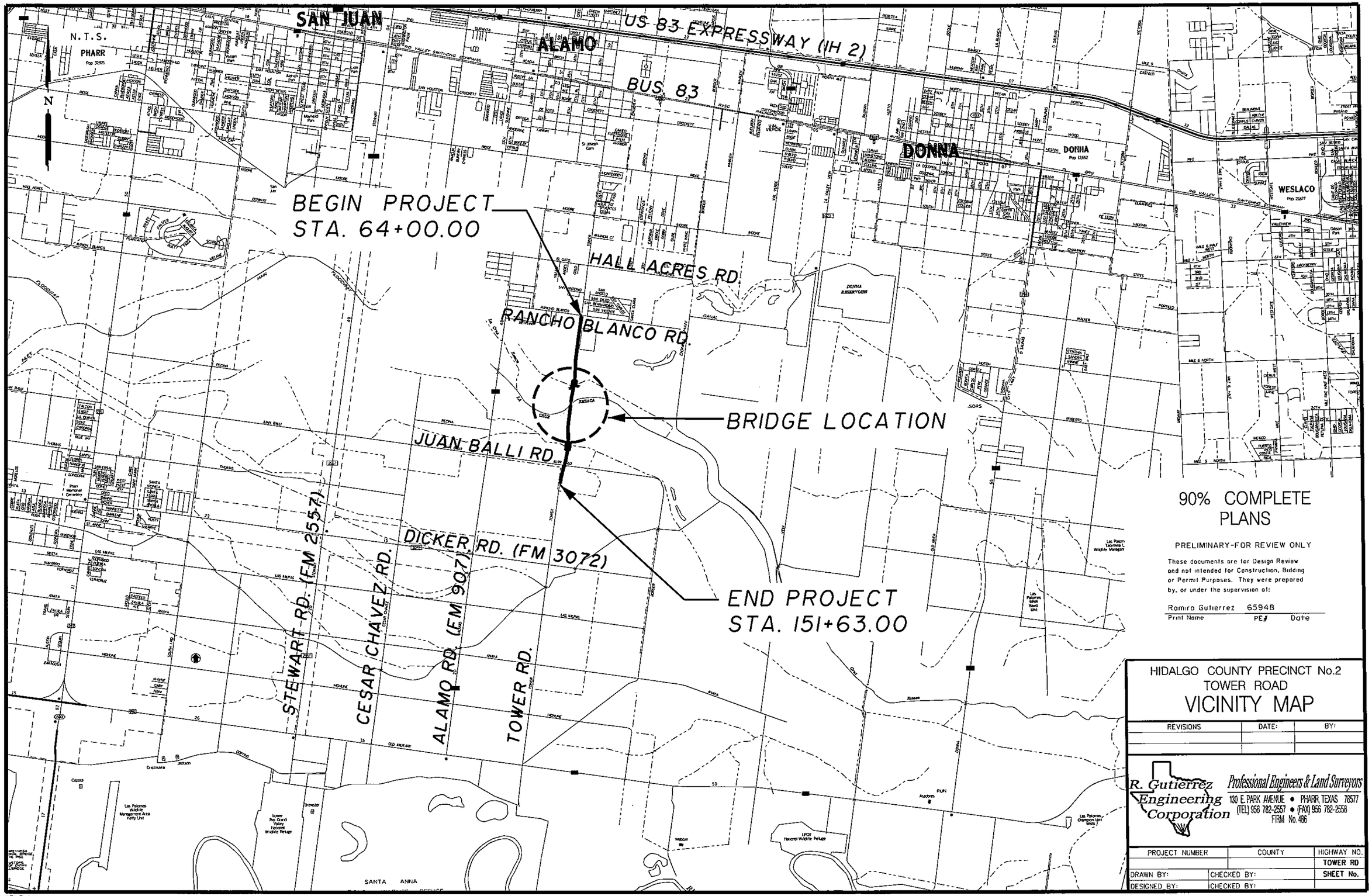
Comment: TPWD commends Hidalgo County for having the "Contractor Awareness and Best Management Practices for Biological Resources" document prepared. Based on the project description and if the recommendations and BMPs described in the "Contractor Awareness and Best Management Practices for Biological Resources" are implemented, the Wildlife Habitat Assessment Program does not anticipate significant adverse impacts to rare, threatened or endangered species, or other fish and wildlife resources.

Thank you for the additional opportunity to review and comment on this project. Please contact me at (361) 825-3240 or russell.hooten@tpwd.sate.tx.us if you have any questions regarding our comments.

Sincerely,

Russell Hooten
Wildlife Habitat Assessment Program
Wildlife Division

/rh 4607



90% COMPLETE PLANS

PRELIMINARY-FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:

Ramiro Gutierrez 65948
Print Name PE# Date

HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
VICINITY MAP

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	

$FILE$

SCALE 1"=200'

⑥ CURVE DATA

PI STATION	= 96+93.91
DELTA	= 13° 34' 33.23" (RT)
DEGREE OF CURVE	= 1° 08' 45.30"
TANGENT	= 595.15
LENGTH	= 1,184.72
RADIUS	= 5,000.00
PC STATION	= 90+98.76
PT STATION	= 102+83.48

⑦ CURVE DATA

PI STATION	= 105+37.58
DELTA	= 5° 49' 06.21" (LT)
DEGREE OF CURVE	= 1° 08' 45.30"
TANGENT	= 254.09
LENGTH	= 507.75
RADIUS	= 5,000.00
PC STATION	= 102+83.48
PT STATION	= 107+91.24

⑧ CURVE DATA

PI STATION	= 121+36.89
DELTA	= 9° 31' 46.81" (LT)
DEGREE OF CURVE	= 1° 08' 45.30"
TANGENT	= 416.77
LENGTH	= 831.62
RADIUS	= 5,000.00
PC STATION	= 117+20.12
PT STATION	= 125+51.74

PROP. NORTH LEVEE RELOCATION
EXIST. DITCH
PROP. 30" RCP TRUNKLINE
PROP. R.O.W. LINE
EXIST. LEVEE TO BE RELOCATED
FLOODWAY PILOT CHANNEL (LA CRUZ RESACA)
BM #5 LOCATION
PROP. 100' R.O.W.
EXIST. 60' R.O.W.
PROP. 40' RDWY.
PROP. R.O.W. LINE
PROP. R.O.W. LINE
PROP. R.O.W. LINE
PROP. BEGIN BRIDGE STA. 108+25.00
PROP. END BRIDGE STA. 109+75.00
PC 102+83.48
PT 107+91.24
PC 117+20.12
BM #4 LOCATION
EXIST. DITCH (PROP. OUTFALL)
PROJECT LAYOUT
S 34° 55' 01" W 928.88'
CAUTION: EXIST. TEXAS GAS LINE (INACTIVE AS PER TEXAS GAS)
CAUTION: EXIST. TEXAS GAS LINE (INACTIVE AS PER TEXAS GAS)
CAUTION: EXIST. 8" GAS LINE (KINDER MORGAN) (APPROX. 6' TO 7' DEEP)

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER
P.E.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 3-18-13
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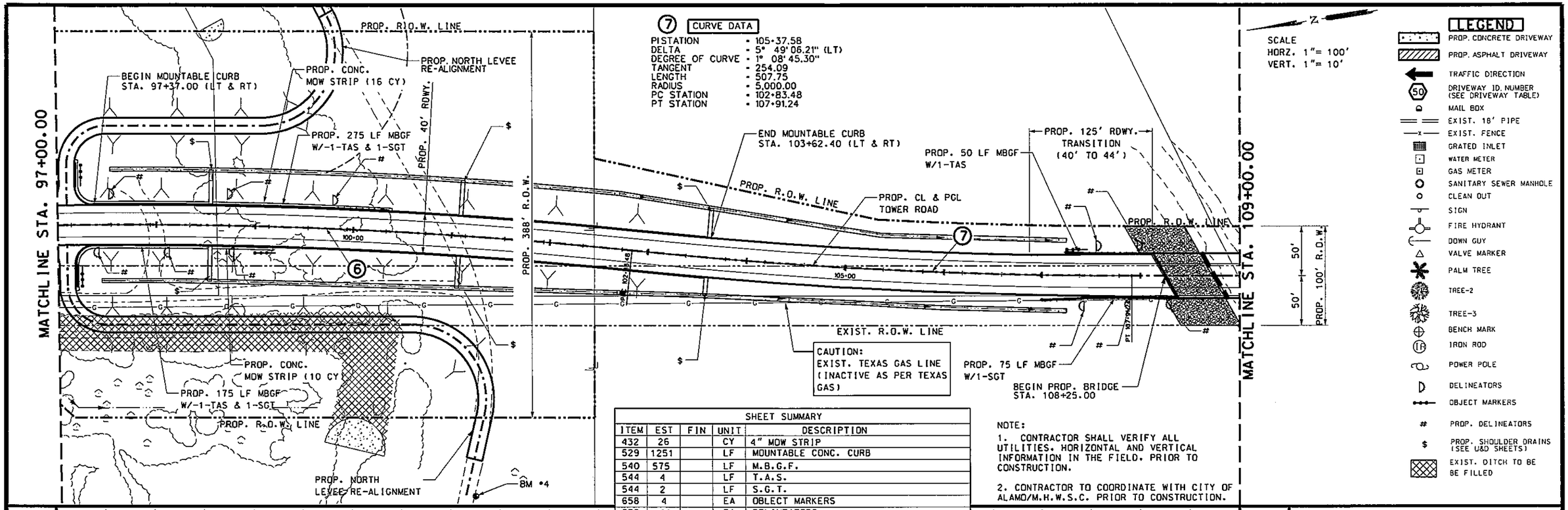
HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
PROJECT LAYOUT

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER ROAD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	

F:\2005\Eng\015-Pct2\Tower-Rd\PHASE_2_PLANS\plans\PROJECTLAY_BRIDGE.dgn

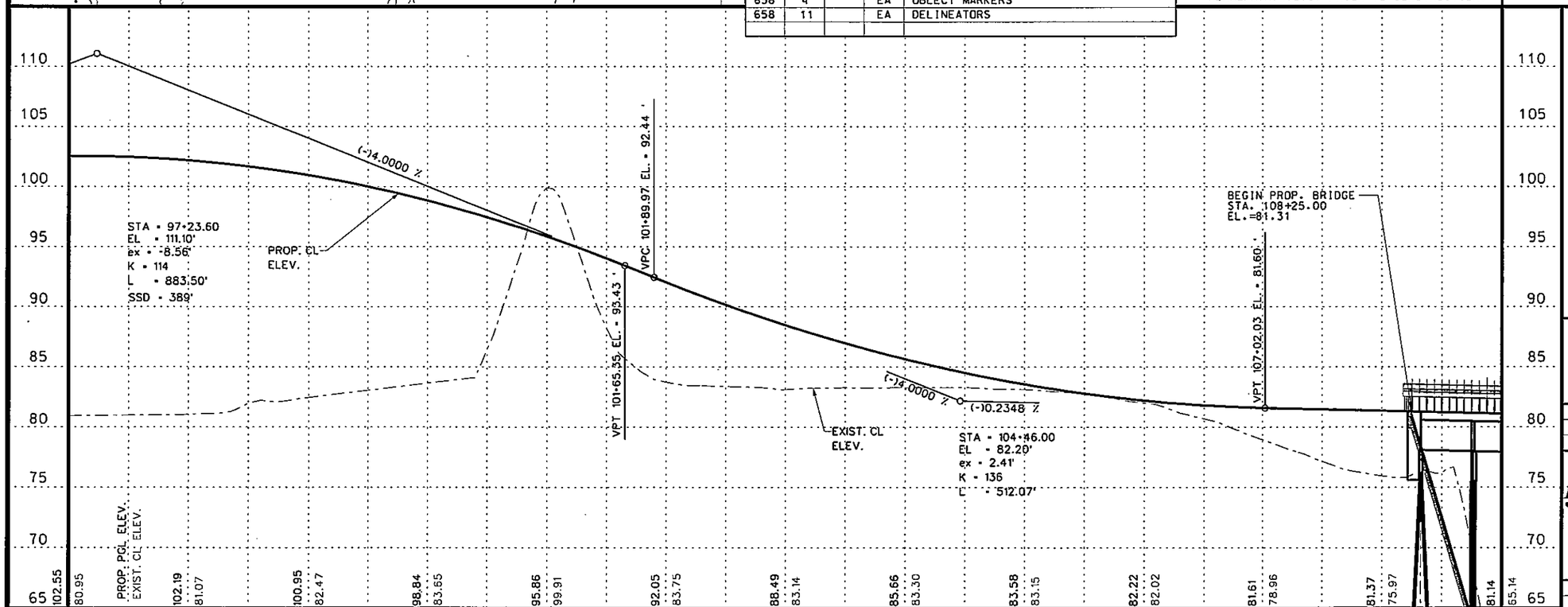


SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
432	26		CY	4" MOW STRIP
529	1251		LF	MOUNTABLE CONC. CURB
540	575		LF	M.B.G.F.
544	4		LF	T.A.S.
544	2		LF	S.G.T.
658	4		EA	OBLECT MARKERS
658	11		EA	DELINEATORS

NOTE:

1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.

2. CONTRACTOR TO COORDINATE WITH CITY OF ALAMO/M.H.W.S.C. PRIOR TO CONSTRUCTION.





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DATE: 3-18-13

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SHEET 4 OF 8

HIDALGO COUNTY PRECINCT No.2
TOWER ROAD

PLAN & PROFILE

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	48

$FILE$

SCALE
HORZ. 1"= 100'
VERT. 1"= 10'

MATCHLINE STA. 109+00.00

MATCHLINE STA. 121+00.00

BM #5

END BRIDGE
STA. 109+75.00

PROP. 75 LF M.B.G.F.
W/1-S.G.T.

W.E. 82.5

PROP. END R.O.W. LINE

EXIST. R.O.W. LINE

EXIST. 40' R.O.W.

PROP. CL & PGL
TOWER ROAD

S 8° 34' 33.07" W

110+00

115+00

120+00

PC 117+20.12

PROP. 50 LF
M.B.G.F.
W/1-T.A.S.

PROP. 155' RDWY.
TRANSITION
(44' TO 40')

PROP. 40' RDWY.

PROP. 100' R.O.W.

EXIST. 60' R.O.W.

EXIST. R.O.W. LINE

DEDICATED ROAD ROW
(PECINA ROAD)

EXIST. 40' R.O.W.

SWAMP

CAUTION:
EXIST. TEXAS GAS LINE
(INACTIVE AS PER TEXAS GAS)

NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES. HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD. PRIOR TO CONSTRUCTION.

2. CONTRACTOR TO COORDINATE WITH CITY OF ALAMO/M.H.W.S.C. PRIOR TO CONSTRUCTION.

(8) CURVE DATA

PISTATION	- 121+36.89
DELTA	- 9° 31' 46.81" (LT)
DEGREE OF CURVE	- 1° 08' 45.30"
TANGENT	- 416.77
LENGTH	- 831.62
RADIUS	- 5,000.00
PC STATION	- 117+20.12
PT STATION	- 125+51.74

LEGEND

- PROP. CONCRETE DRIVEWAY
- PROP. ASPHALT DRIVEWAY
- TRAFFIC DIRECTION
- (50) DRIVEWAY ID. NUMBER (SEE DRIVEWAY TABLE)
- MAIL BOX
- EXIST. 18' PIPE
- EXIST. FENCE
- GRATED INLET
- WATER METER
- GAS METER
- SANITARY SEWER MANHOLE
- CLEAN OUT
- SIGN
- FIRE HYDRANT
- DOWN GUY
- VALVE MARKER
- PALM TREE
- TREE-2
- TREE-3
- BENCH MARK
- IRON ROD
- POWER POLE
- DELINEATORS
- OBJECT MARKERS
- # PROP. DELINEATORS
- $ PROP. SHOULDER DRAINS (SEE U&D SHEETS)

SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
432	10		CY	4" MOW STRIP
540	125		LF	M.B.G.F.
544	1		LF	T.A.S.
544	1		LF	S.G.T.
658	1		EA	OBLECT MARKERS
658	5		EA	DELINEATORS

110
105
100
95
90
85
80
75
70
65

END BRIDGE
STA. 109+75.00
EL.=80.96

VPC 112+08.69 EL. = 80.41'

VPT 112+91.31 EL. = 80.37'

(-)0.2348 %

(+)0.1229 %

PROP. CL PROFILE

EXIST. CL PROFILE

STA = 112+50.00
EL = 80.32'
ex = 0.04'
K = 231
L = 82.62'

PROP. PGL ELEV.
EXIST. CL ELEV.

65.14
81.02
80.90 73.71
80.79
80.67 75.60
80.55
80.43 78.42
80.35
80.38 81.75
80.44
80.50 83.48
80.56
80.62 83.15
80.68
80.75 81.77
80.81
80.87 80.82
80.93
80.99 80.01
81.05
81.11 80.01
81.18
81.24 79.89
81.30
81.36

110+00 115+00 120+00

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER
P.E.

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DATE: 3-18-13
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HIDALGO COUNTY PRECINCT No.2
TOWER ROAD

PLAN & PROFILE

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	49

$FILE.LS

(8) CURVE DATA

PI STATION	= 121+36.89
DELTA	= 9° 31' 46.81" (LT)
DEGREE OF CURVE	= 1° 08' 45.30"
TANGENT	= 416.77
LENGTH	= 831.62
RADIUS	= 5,000.00
PC STATION	= 117+20.12
PT STATION	= 125+51.74

(9) CURVE DATA

PI STATION	= 134+17.07
DELTA	= 19° 38' 15.00" (RT)
DEGREE OF CURVE	= 1° 08' 45.30"
TANGENT	= 865.33
LENGTH	= 1,705.32
RADIUS	= 5,000.00
PC STATION	= 125+51.74
PT STATION	= 142+65.43

SCALE
HORZ. 1"= 100'
VERT. 1"= 10'

LEGEND

- PROP. CONCRETE DRIVEWAY
- PROP. ASPHALT DRIVEWAY
- TRAFFIC DIRECTION
- (50) DRIVEWAY ID. NUMBER (SEE DRIVEWAY TABLE)
- MAIL BOX
- EXIST. 18' PIPE
- EXIST. FENCE
- GRATED INLET
- WATER METER
- GAS METER
- SANITARY SEWER MANHOLE
- CLEAN OUT
- SIGN
- FIRE HYDRANT
- DOWN GUY
- VALVE MARKER
- PALM TREE
- TREE-2
- TREE-3
- BENCH MARK
- IRON ROD
- POWER POLE
- DELINEATORS
- OBJECT MARKERS
- # PROP. DELINEATORS
- $ PROP. SHOULDER DRAINS (SEE U&D SHEETS)
- EXIST. DITCH TO BE BE FILLED

MATCHLINE STA. 121+00.00

MATCHLINE STA. 133+00.00

CAUTION:
EXIST. 8" GAS LINE
(KINDER MORGAN)
(APPROX. 6' TO 7' DEEP)

CAUTION:
EXIST. TEXAS GAS LINE
(INACTIVE AS PER TEXAS GAS)

BEGIN MOUNTABLE CURB
STA. 125+56.00 (LT & RT)

EXIST. DITCH
TO BE FILLED

EXIST. SOUTH LEVEE
TO BE RELOCATED

PROP. SOUTH LEVEE
RE-ALIGNMENT

PROP. 200 LF MBGF
W/2-TAS

PROP. 275 LF MBGF
W/1-TAS & 1-SGT

PROP. R.O.W. LINE

EXIST. R.O.W. LINE

EXIST. 60' R.O.W.

PROP. R.O.W. VARIES (115' TO 244')

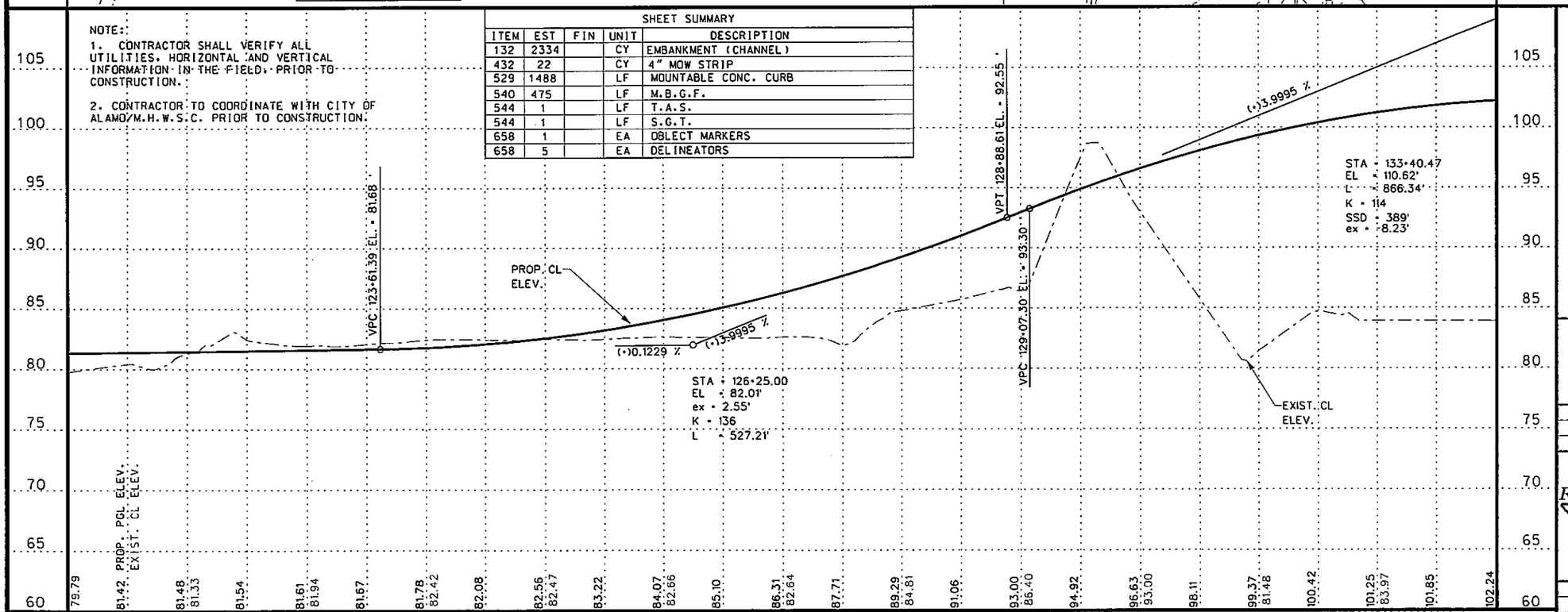
PROP. 376.0' R.O.W.

NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.

2. CONTRACTOR TO COORDINATE WITH CITY OF ALAMO/M.H.W.S.C. PRIOR TO CONSTRUCTION.

SHEET SUMMARY

ITEM	EST	FIN	UNIT	DESCRIPTION
132	2334		CY	EMBANKMENT (CHANNEL)
432	22		CY	4" MOW STRIP
529	1488		LF	MOUNTABLE CONC. CURB
540	475		LF	M.B.G.F.
544	1		LF	T.A.S.
544	1		LF	S.G.T.
658	1		EA	OBLECT MARKERS
658	5		EA	DELINEATORS



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 3-18-13
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

SHEET 6 OF 8

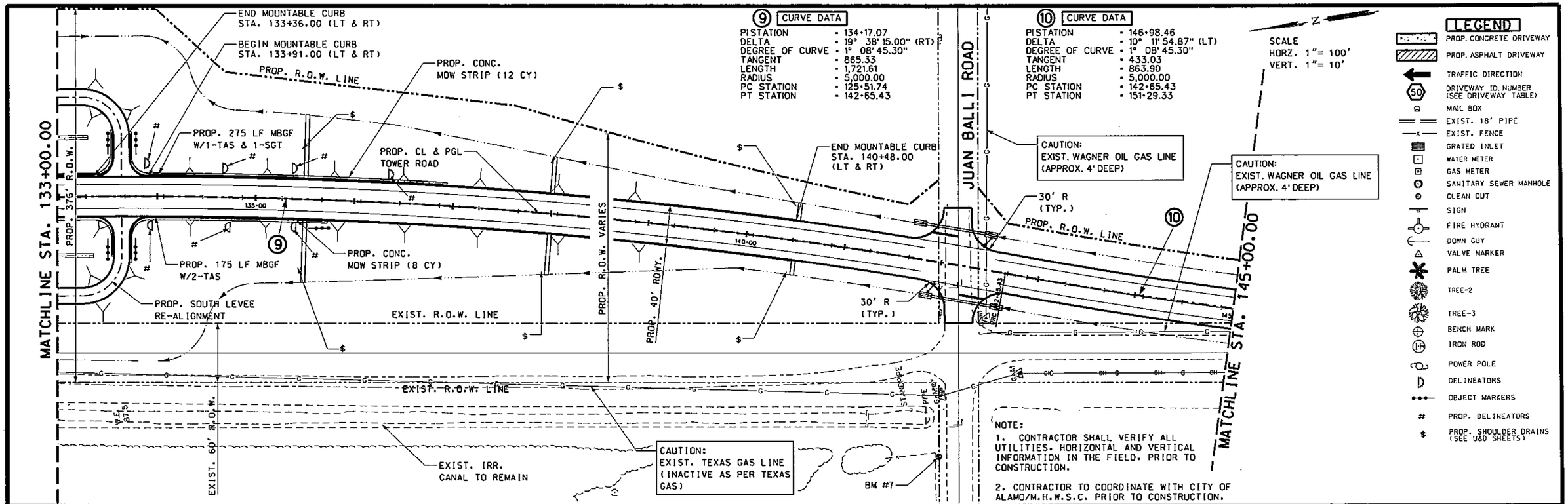
HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
PLAN & PROFILE

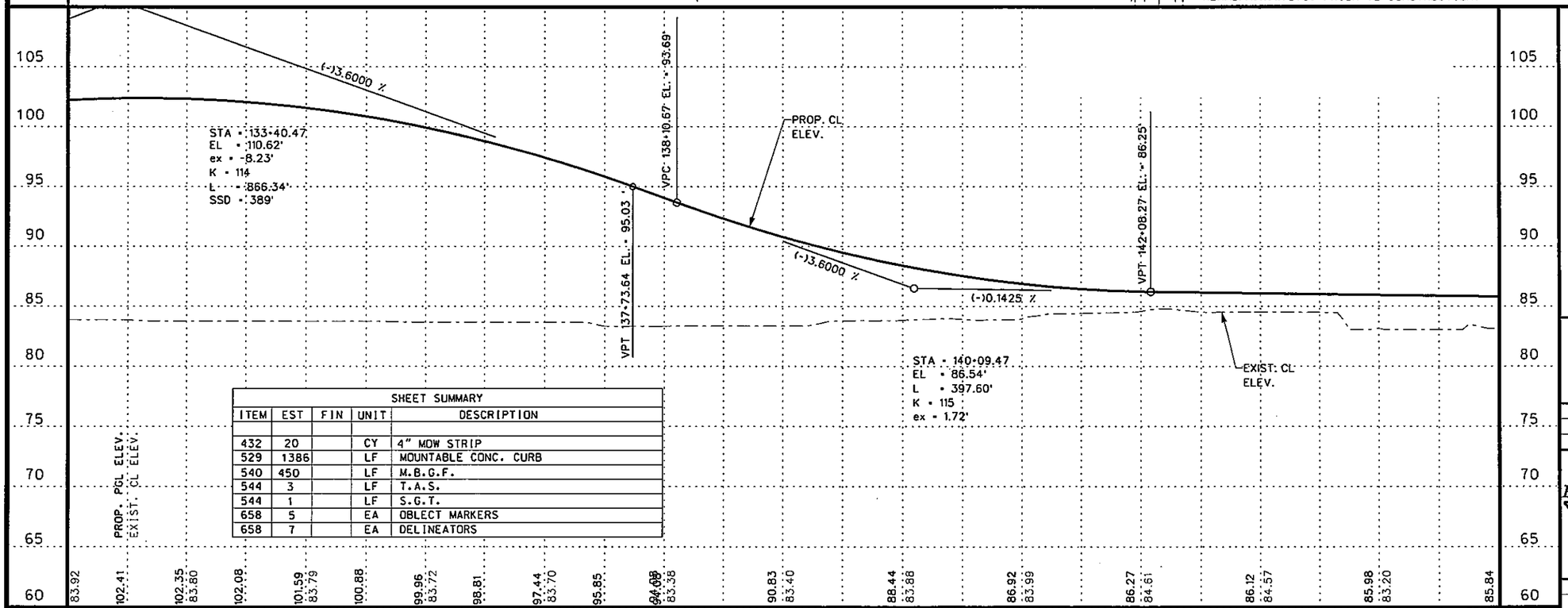
REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	50

F:\2005\Eng\015-Pct2\Tower-Rd\PHASE_2_PLANS\PP\2011PP06_SC100.dgn





SHEET SUMMARY

ITEM	EST	FIN	UNIT	DESCRIPTION
432	20		CY	4" MOW STRIP
529	1386		LF	MOUNTABLE CONC. CURB
540	450		LF	M.B.G.F.
544	3		LF	T.A.S.
544	1		LF	S.G.T.
658	5		EA	OBLECT MARKERS
658	7		EA	DELINEATORS

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER
P.E.

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DATE: 3-18-13
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HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
PLAN & PROFILE

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

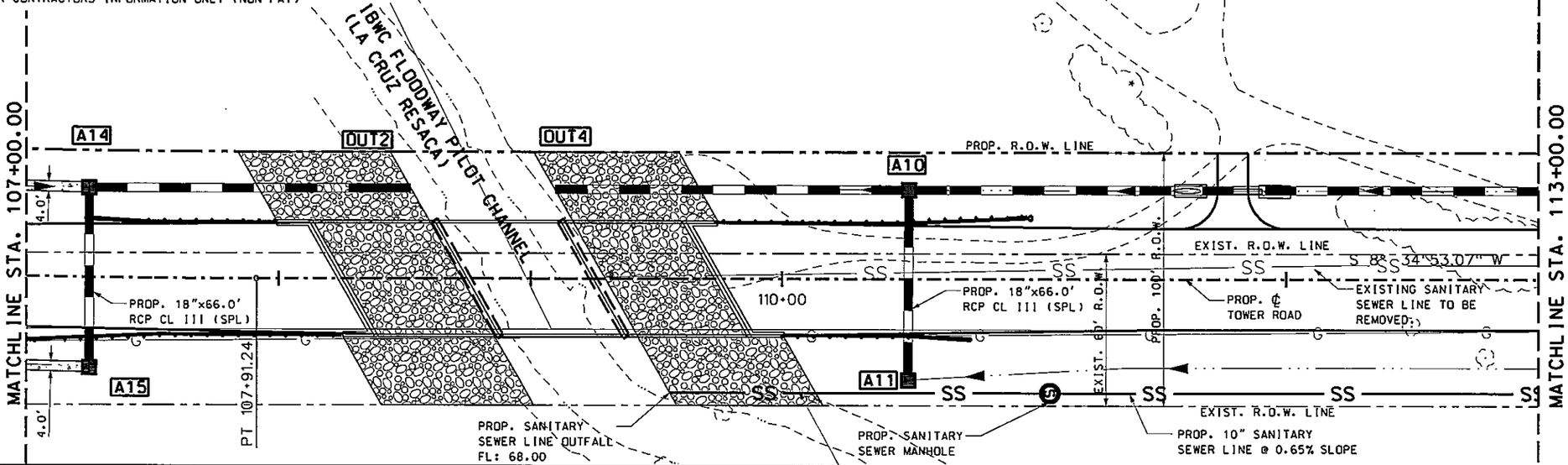
PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	51

F:\2005\Eng\015-Pct2\Tower-Rd\PHASE_2_PLANS\PP\2011PP07_SC100.dgn

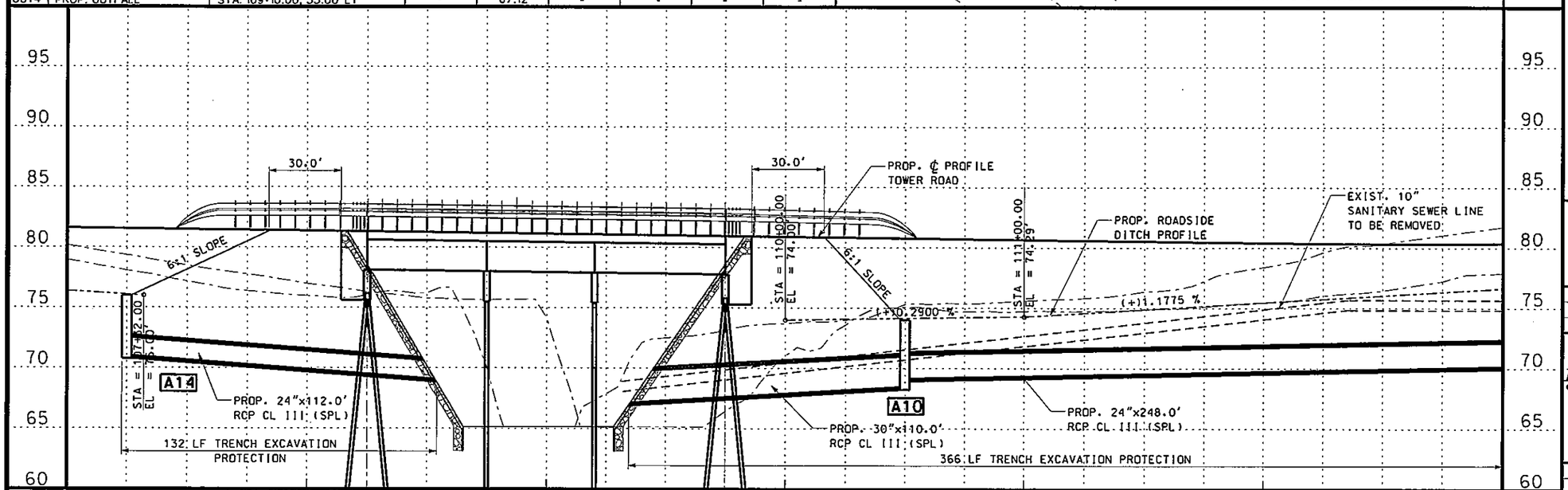
SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
400	-		CY	STRUCTURE EXCAVATION*
402	498		LF	TRENCH EXCAVATION PROTECTION
432	8		CY	CONC. RIPRAP (4")
464	132		LF	RCP SEWER (CL III) (18")(SPL)
464	360		LF	RCP SEWER (CL III) (24")(SPL)
464	110		LF	RCP SEWER (CL III) (30")(SPL)
465	4		EA	INLET TY "C"

* FOR CONTRACTORS INFORMATION ONLY (NON-PAY)

SCALE
HORZ. 1"= 50'
VERT. 1"= 10'



STR. I.D.	DESCRIPTION	STA./OFFSET	TOP OF STR. ELEV.	PROP. FL. OF STR.	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A10	PROP. TY "C" INLET	STA. 110+50.00, 35.50' LT	74.00	68.46	68.46	69.00	-	69.00
A11	PROP. TY "C" INLET	STA. 110+50.00, 34.80' RT	74.00	69.20	-	-	69.20	-
A14	PROP. TY "C" INLET	STA. 107+25.00, 35.70' LT	76.00	70.80	-	70.80	-	-
A15	PROP. TY "C" INLET	STA. 107+25.00, 35.50' RT	76.00	70.95	-	-	70.95	-
OUT2	PROP. OUTFALL	STA. 108+51.00, 36.0' LT	-	68.93	-	-	-	-
OUT4	PROP. OUTFALL	STA. 109+10.00, 35.00' LT	-	67.12	-	-	-	-



NOTE:
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2. CONTRACTOR TO COORDINATE WITH CITY OF ALAMO/M.H.W.S.C. PRIOR TO CONSTRUCTION.

LEGEND
- EXIST. 18" PIPE
- WATER METER
- GAS METER
- SANITARY SEWER MANHOLE
- CLEAN OUT
- SIGN
- FIRE HYDRANT
- DOWN GUY
- VALVE MARKER
- PALM TREE
- TREE-2
- TREE-3
- POWER POLE
- PROP. STORM PIPE
- SS — SAN. SEWER LINE
- W — WATER LINE
- E — ELEC. LINE
- OH — OVERHEAD POWERLINE
- T — UNDERGROUND TEL.
- G — GAS LINE

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER
P.E.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 3-18-13
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT

HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
UTILITY & DRAINAGE

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

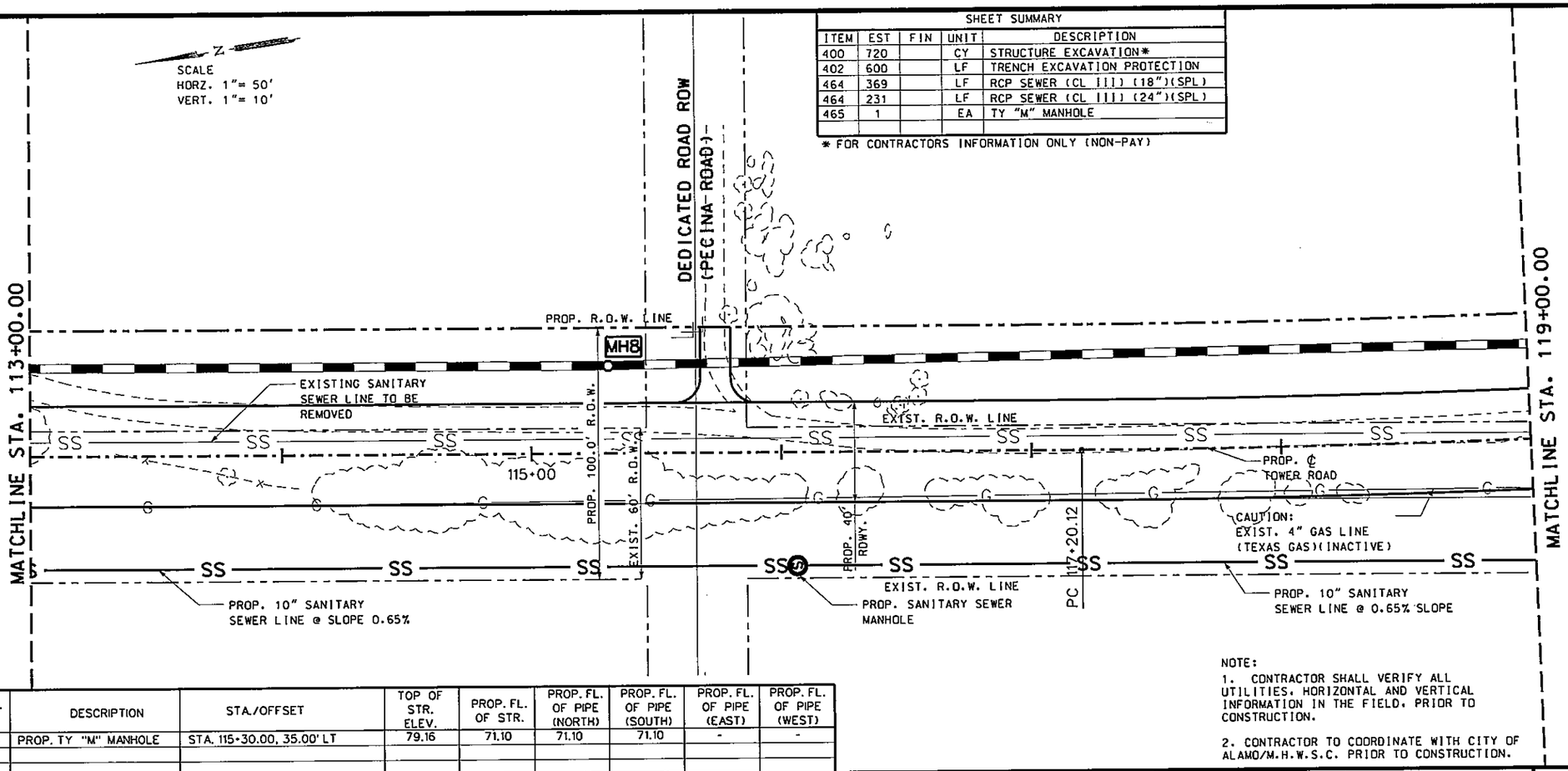
PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	73

F:\2005\Eng\015-Pct2\Tower-Rd\PHASE_2_PLANS\UD\2012UD08_SC50.dgn

SCALE
HORZ. 1"= 50'
VERT. 1"= 10'

SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
400	720		CY	STRUCTURE EXCAVATION*
402	600		LF	TRENCH EXCAVATION PROTECTION
464	369		LF	RCP SEWER (CL III) (18")(SPL)
464	231		LF	RCP SEWER (CL III) (24")(SPL)
465	1		EA	TY "M" MANHOLE

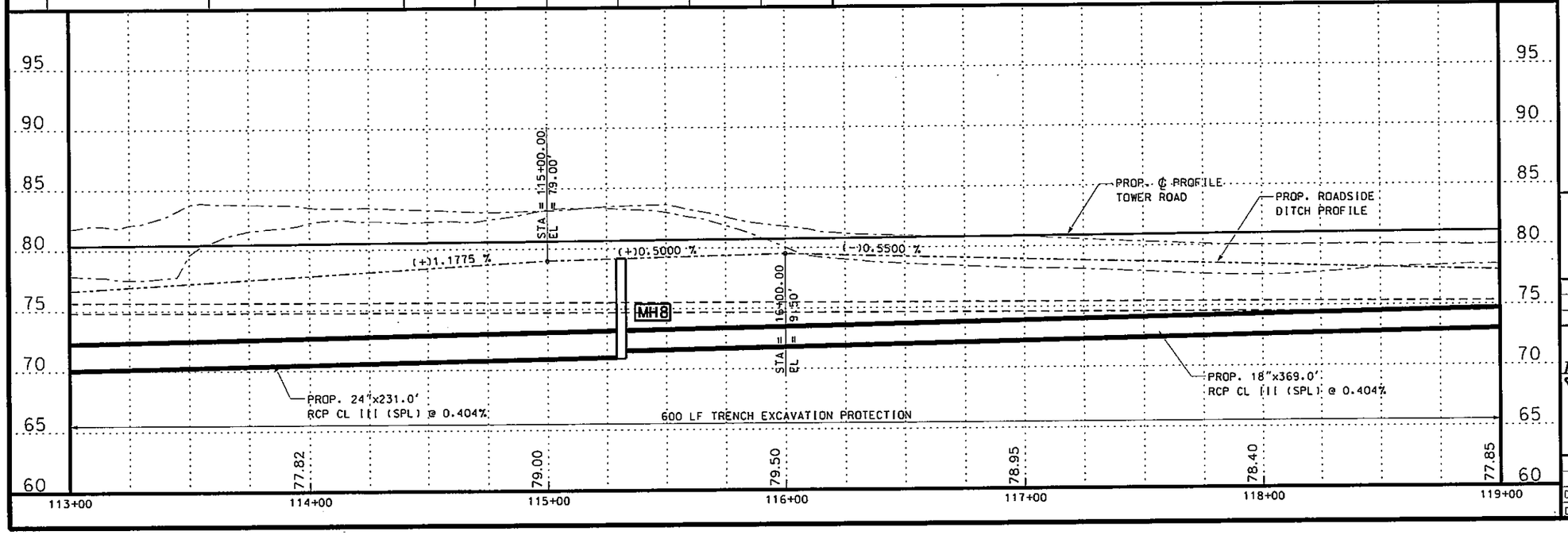
* FOR CONTRACTORS INFORMATION ONLY (NON-PAY)



NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.

2. CONTRACTOR TO COORDINATE WITH CITY OF ALAMO/M.H.W.S.C. PRIOR TO CONSTRUCTION.

STR. I.D.	DESCRIPTION	STA./OFFSET	TOP OF STR. ELEV.	PROP. FL. OF STR.	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
MH8	PROP. TY "M" MANHOLE	STA. 115+30.00, 35.00' LT	79.16	71.10	71.10	71.10	-	-



LEGEND

- EXIST. 18" PIPE
- WATER METER
- GAS METER
- SANITARY SEWER MANHOLE
- CLEAN OUT
- SIGN
- FIRE HYDRANT
- DOWN GUY
- VALVE MARKER
- PALM TREE
- TREE-2
- TREE-3
- POWER POLE
- PROP. STORM PIPE
- SS — SAN. SEWER LINE
- W — WATER LINE
- E — ELEC. LINE
- OH — OVERHEAD POWERLINE
- T — UNDERGROUND TEL.
- G — GAS LINE

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER
P.E.

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DATE: 3-18-13
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HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
UTILITY & DRAINAGE

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	74

SCALE
HORZ. 1"= 50'
VERT. 1"= 10'

MATCHLINE STA. 119+00.00

MATCHLINE STA. 124+00.00

PROP. 18"x98.0' RCP CL III (SPL)

PROP. 18"x65' RCP CL III (SPL) @0.231%

PROP. 18"x24' RCP CL III W/2-SET (6:1)

PROP. CONC.RIPRAP SWALE (32 CY)

PROP. R.O.W. LINE

PROP. ℄ TOWER ROAD

EXISTING SANITARY SEWER LINE TO BE REMOVED.

EXIST. R.O.W. LINE

120+00

A12

A13

CAUTION:
EXIST. 4" GAS LINE
(TEXAS GAS)(INACTIVE)

PROP. 18"x24' RCP CL III W/2-SET (6:1)

PROP. CONC.RIPRAP SWALE (32 CY)

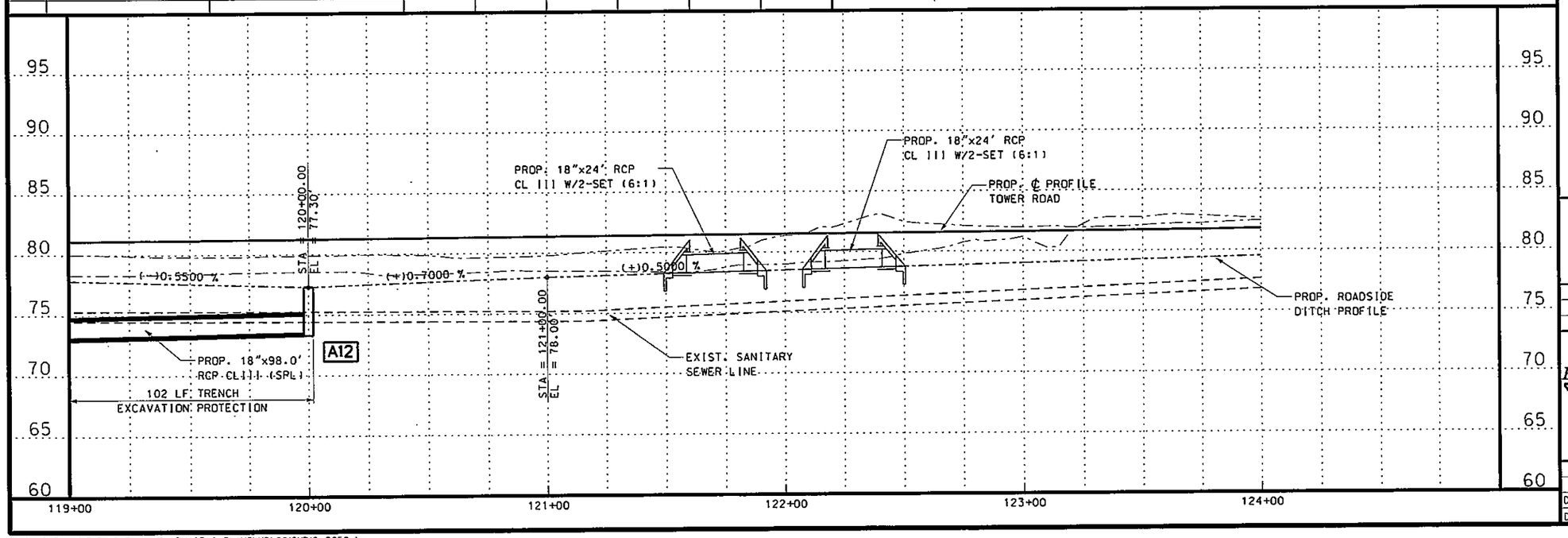
EXIST. R.O.W. LINE

PROP. 10" SANITARY SEWER LINE @ 0.65% SLOPE

PROP. SANITARY SEWER MANHOLE

CAUTION:
EXIST. 8" GAS LINE
(KINDER MORGAN)

STR. I.D.	DESCRIPTION	STA./OFFSET	TOP OF STR. ELEV.	PROP. FL. OF STR.	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A12	PROP. TY "C" INLET	STA. 120+00.00, 35.00' LT	77.30	73.50	73.50	-	-	73.50
A13	PROP. TY "C" INLET	STA. 120+00.00, 35.00' RT	77.30	73.65	-	-	73.65	-



SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
400	170		CY	STRUCTURE EXCAVATION*
402	175		LF	TRENCH EXCAVATION PROTECTION
432	64		CY	CONC. RIPRAP (4")(SWALE)
464	211		LF	RCP SEWER (CL III) (18")(SPL)
465	2		EA	INLET TY "C"
467	4		EA	SAFETY END TREATMENT (6:1)

* FOR CONTRACTORS INFORMATION ONLY (NON-PAY)

LEGEND

- EXIST. 18' PIPE
- WATER METER
- GAS METER
- SANITARY SEWER MANHOLE
- CLEAN OUT
- SIGN
- FIRE HYDRANT
- DOWN GUY
- VALVE MARKER
- PALM TREE
- TREE-2
- TREE-3
- POWER POLE
- PROP. STORM PIPE
- SS — SAN. SEWER LINE
- W — WATER LINE
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- OH — OVERHEAD POWERLINE
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STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER
P.E.

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DATE: 3-18-13

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HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
UTILITY & DRAINAGE

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	75

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PROP. R.O.W. LINE

PROP. 24" RCP

LIMITS OF STONE RIPRAP

PROP. MBGF

SEJ-A (4")

℄ GIRDER #1

EXIST. R.O.W. LINE

BEGIN PROP. BRIDGE
STA. 108+25.00
ABUTMENT #1

PROP. 100' R.O.W.

EXIST. 60' R.O.W.

BENT #2
STA. 108+75.00

30°

℄ GIRDER #5

PROP. MBGF

LIMITS OF STONE RIPRAP

EXIST. R.O.W. LINE

PILOT CHANNEL (LA CRUZ RESACA) FLOW DIRECTION

1'-0"

PROP. 46'-0" OVERALL WIDTH OF BRIDGE

23'-0"

PROP. 44'-0" ROADWAY

2.0%

2.0%

23'-0"

1'-0"

NOM. FACE OF T101 RAIL

CAUTION:
EXIST. TEXAS GAS
GAS LINE (INACTIVE
AS PER TEXAS GAS)

PROP. 30" RCP

LIMITS OF STONE RIPRAP

PROP. MBGF

NOM. FACE OF T101 RAIL

BENT #3
STA. 109+25.00

10' SHLDR.

12' TRAVEL LANE

12' TRAVEL LANE

10' SHLDR.

30°

END PROP. BRIDGE
STA. 109+75.00
ABUTMENT #4

PROP. ℄ & PGL
TOWER ROAD

SEJ-A (4")

PROP. MBGF

LIMITS OF STONE RIPRAP

SCALE
HORZ. 1"= 20'
VERT. 1"= 10'

HYDRAULIC DATA - ANALYSIS PERFORMED UNDER HEC-RAS
HYDRAULIC DATA DRAIN DITCH BRIDGE-HYDRAULIC SUMMARY

PROPOSED CONDITION

DESIGN FREQ.	Q (CFS)	n CHANNEL	n BANK	CHANNEL SLOPE (FT/FT)	HW (FT)	TW (FT)	$V_{APPROACH}$ AVG/MAX (FT/S)	$V_{THRU\ BRIDGE}$ AVG/MAX (FT/S)
Q_{10}								
Q_{100}								

EXISTING CONDITION

DESIGN FREQ.	Q (CFS)	n CHANNEL	n BANK	CHANNEL SLOPE (FT/FT)	HW (FT)	TW (FT)	$V_{APPROACH}$ AVG/MAX (FT/S)	$V_{THRU\ BRIDGE}$ AVG/MAX (FT/S)
Q_{10}								
Q_{100}								

ABUTMENTS & BENT
ON BEARING
N 68°54'30" E

PROP. 11.0' WINGWALL

OVERALL LENGTH OF BRIDGE = 150.000'

PROP. 11.0' WINGWALL

END BRIDGE RAIL FOR PAYMENT

PROP. 150.000' PRESTRESSED CONC. BEAM (TY "Tx28") UNIT
(50.000' - 50.000' - 50.000')

OVERALL LENGTH OF TY T101 RAIL (LT & RT) = 175.000'

END BRIDGE RAIL FOR PAYMENT

BEGIN PROP. BRIDGE
STA. 108+25.00
ELEV. = 81.32'
ABUTMENT #1

(-)0.2348 %

(+)0.2348 %

END PROP. BRIDGE
STA. 109+75.00
ELEV. = 80.96'
ABUTMENT #4

PROP. ℄ & PGL
TOWER ROAD

EXIST. NATURAL GROUND @ ℄

PROP. 24" RCP

2.5:1 SLOPE (STONE RIPRAP)

2.5:1 SLOPE (STONE RIPRAP)

PROP. 12 - 18"x40'
SQ. PRESTR. CONC. PILE

55' FLAT BOTTOM

PROP. 8 - 18"x58'
SQ. PRESTR. CONC. PILE

PROP. 8 - 18"x58'
SQ. PRESTR. CONC. PILE

PROP. 30" RCP

PROP. 12 - 18"x40'
SQ. PRESTR. CONC. PILE

① ② ③ ④

81.37
75.97

81.14
65.14

80.90
73.71

108+00

109+00

110+00

90 85 80 75 70 65 60 55 50

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER

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HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
IBWC PILOT CHANNEL
BRIDGE LAYOUT

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		TOWER RD
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	100

F:\2005\Eng\015-Pct2\Tower-Rd\PHASE_2_PLANS\bridge\BRIDGE LAYOUT_20SC.dgn

AI-43682 **Precinct #3** **16. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

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

Vendor	Invoice No.	Amount	PO No.
Mobile Relays Partners, LTD	AIR0032821	$1170.83	702576 & 702898
Mobile Relays Partners, LTD	AIR0032963	$439.96	704247
Mobile Relays Partners, LTD	AIR0033104	$415.96	706254

BACKGROUND

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/21/2014 04:04 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Norma Ceballos Started On: 03/19/2014 03:51 PM

Final Approval Date: 03/28/2014

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224

SIGN:
REQ# 248770 & 249247
PO# 702576 & 702898

01/01/2014

INVOICE AIR0032821

CUST P.O.

Bill To: 117313

Ship To: 117313

Name HIDALGO CO. PRECINCT #3
Address P. O. BOX 607
MISSION TX78573

HIDALGO CO. PRECINCT #3
P. O. BOX 607
MISSION TX, 78573

ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
17.00	UNITS ON SITE MCALLEN		19.9900	339.83
28.00	UNITS ON SITE MCALLEN		12.0000	336.00
55.00	UNITS ON SITE MCALLEN		9.0000	495.00

INVOICE RECEIVED BY
L Mendez ON 1/10/14
GOODS/SERVICES RECEIVED BY
S Ramirez ON 1/10/14

4 1000-431-00-123-005-0-532 → $730.87

4 1100-452-008-2200-484-00-123-005-0-532 → $120.00

4 1100-452-001-2200-484-00-123-005-0-532 → $319.96

Subtotal: 1170.83
Freight: 0.00

Total Amount Due: 1170.83

QUESTIONS? CALL: (956)682-5224

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224

SIGN:
REQ# 248970 & 256776
PO# 702576 & 704247

02/01/2014

INVOICE AIR0032963

CUST P.O.

Bill To: 117313

Name HIDALGO CO. PRECINCT #3
Address P. O. BOX 607
PO702576-JAN-JUN-PO702898/JAN
MISSION TX78573
ATTN: NORMA/LOUIE

Ship To: 117313

HIDALGO CO. PRECINCT #3
P. O. BOX 607
PO702576-JAN-JUN-PO702898/JAN
MISSION TX, 78573
ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
17.00	UNITS ON SITE MCALLEN		19.9900	339.83
28.00	UNITS ON SITE MCALLEN		12.0000	336.00
55.00	UNITS ON SITE MCALLEN		9.0000	495.00

FEB 05 2014

INVOICE RECEIVED BY
L.Mendiola ON 2/5/14
GOODS/SERVICES RECEIVED BY
S.Ramirez ON 2/5/14

PO# 702576-4 1000-431-00-123-005-0-532 → $730.87

4 1100 432 001 0-532 → $319.96

4 1100 452 001 0-532 → $170.00

QUESTIONS? CALL: (956)682-5224

Subtotal:	1170.83
Freight:	0.00

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224

MAR 05 2014

SIGN:
REQ#: 247970 & 253591
PO#: 702576 & 706754

03/01/2014

INVOICE AIR0033104

CUST P.O.

	Bill To: 117313	Ship To: 117313
Name	HIDALGO CO. PRECINCT #3	HIDALGO CO. PRECINCT #3
Address	P. O. BOX 607 PO702576-JAN-JUN -PO702898/JAN MISSION TX78573 ATTN: NORMA/LOUIE	P. O. BOX 607 PO702576-JAN-JUN -PO702898/JAN MISSION TX, 78573 ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
17.00	UNITS ON SITE MCALLEN		19.9900	339.83
28.00	UNITS ON SITE MCALLEN		12.0000	336.00
55.00	UNITS ON SITE MCALLEN		9.0000	495.00

INVOICE RECEIVED BY
L.Mendez ON 3/5/14
GOODS/SERVICES RECEIVED BY
S.Ramirez ON 3/5/14

4 1200-431-00-123-005-0-532 → $154.87

4 1100 432 001 ~~6200-431-00-123-005-0~~ 532 → $295.96

4 1100 452 bag ~~6200-431-00-123-005-0~~ 532 → $120.00

QUESTIONS? CALL: (956)682-5224

Subtotal:	1170.83
Freight:	0.00

AI-43796 **Precinct #4** **17. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Mike Lopez, Housing Auth. per Pct. **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment of member to the Housing Authority Board

BACKGROUND

Re- appt. - Greg Garcia
Term May 2014 to May 2016

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 08:48 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/26/2014

Final Approval Date: 03/28/2014

AI-43750 **Precinct #4 17. B.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Lulu **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Amended and Restated Interlocal Cooperation Agreement between County of Hidalgo, ECISD, City of McAllen and Hidalgo County Drainage District #1 - for road and drainage improvements to irrigation canal crossing on Mile 17 1/2 and terminating at Ware Rd.

BACKGROUND

ICA prepared by Steve Crain

Attachments

ICA

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/25/2014 02:04 PM
Manuel Chapa	Manuel Chapa	03/28/2014 01:55 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/24/2014 03:32 PM

Final Approval Date: 03/28/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, THE CITY OF McALLEN AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

This Agreement is made on this day of_____, 2014, by and among Hidalgo County, Texas hereinafter referred to as "County", the Edinburg Consolidated Independent School District, hereinafter referred to as "ECISD", the City of McAllen hereinafter referred to as "McAllen" and the Hidalgo County Drainage District No. 1 hereinafter referred to as "Drainage District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, ECISD, County, McAllen and Drainage District executed that certain Interlocal Cooperation Agreement dated March 5, 2013 concerning road and drainage improvements to the eastside of the existing Hidalgo County Irrigation District canal crossings, Mile 17½ road and terminating at Ware Road (the "Original Interlocal");

WHEREAS, the parties desire to amend and restate the Original Interlocal:

Now therefore, ECISD, County, McAllen and Drainage District, in consideration of the mutual covenants expressed hereinafter, agree to amend and restate the Original Interlocal thereby superseding the Original Interlocal in its entirety by the terms of this Amended and Restated Interlocal Cooperation Agreement as follows:

WHEREAS, ECISD, County, McAllen and Drainage District have agreed to extend and construct approximately thirty four hundred sixty three feet (3463') of road and drainage improvements commencing at the Eastside of the existing Hidalgo County Irrigation District canal crossing on Mile 17½ Road and terminating at Ware Road (the "Project");

WHEREAS, "County" will construct the 3263 linear foot of the Project and coordinate with Drainage District, McAllen and ECISD for project progress and shared cost;

WHEREAS, ECISD will design 200 linear feet of road crossing the Irrigation District No. 1 irrigation canal within the ECISD Portion, (as hereinafter defined) and Drainage District will construct through its contractor such 200 linear feet of road.

WHEREAS, County and Drainage District have determined that it will receive a benefit from the infrastructure improvements and has agreed to assist ECISD and McAllen;

WHEREAS, "ECISD" and McAllen have determined that they will receive benefits from the infrastructure improvements and have agreed to assist the County and Drainage District in such infrastructure improvements;

WHEREAS, ECISD, County, Drainage District and McAllen are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County, ECISD, Drainage District and McAllen hereby, in consideration of the mutual covenants expressed hereinafter agree to as follows:

1. The County shall serve as the lead agency for the Project.

2. Subject to McAllen approval, County shall design the western most twenty six hundred sixty three feet (2663') of road and drainage improvements within the City of McAllen and prepare any necessary plans, specifications to McAllen design standards. Provided however the 2663 linear feet road portion of the Project shall consist of a twenty-eight feet in width of caliche base and twenty four feet in width of asphalt. County shall also prepare any right of way maps for completion of the 2663 feet of road and drainage improvements. Plans and Specifications shall be submitted to McAllen for approval 30 days before advertising for bids.

3. McAllen agrees to contribute to County for the use of the equipment and personnel for the construction of the Project as described the sum of Four Hundred Ninety One Thousand and Five Hundred Seventy Eight and no/100ths Dollars ($491,578.00). Any amount of actual cost for McAllen portion of the Project in excess of $491,578.00 shall not be the responsibility of McAllen. McAllen shall provide inspectors for construction materials testing and such other inspectors as McAllen may desire at McAllen's sole cost and expense to ensure that construction meets McAllen standards. McAllen does further consent to County performing such road and drainage improvements within the jurisdiction of McAllen.

4. ECISD shall retain at ECISD's sole cost and expenses a competent engineering firm to design the road and drainage improvements and canal siphon construction from the eastern municipal line of the City of McAllen to the east side of the existing Hidalgo County Irrigation District No. 1 canal crossing Mile 17½ Road being approximately eight hundred feet (800') of the road for the ECISD portion of the Project (the "ECISD Portion"). ECISD further agrees to reimburse Drainage District at Drainage District's cost for all expenses incurred by Drainage District in the preparation of bids and all expenses incurred by Drainage District from the successful bidder to construct the canal siphon and 800' feet of road construction including the 200 feet road crossing the Hidalgo County Irrigation District # 1 canal right of

way in the ECISD Portion and from the west 200 foot of the road crossing the Hidalgo County Irrigation District 1 and continuing west along Mile 17½ Road six hundred feet to the eastern municipal limits of the City of McAllen on Mile17½ Road. ECISD agrees to make such payments to Drainage District within thirty (30) days of receipt of invoice(s) from Drainage District. Such reimbursement by ECISD to Drainage District for such equipment, personnel and materials and the canal siphon construction is estimated to be approximately Four Hundred Sixty Four Thousand Three Hundred Forty Five and no/100ths Dollars ($464,345.00). Regardless of such estimate, ECISD agrees to reimburse the actual costs of Drainage District as shown by invoice(s) of Drainage District to ECISD for all construction by Drainage District or by Drainage District's contractor(s) described in this numbered paragraph 4. Drainage District shall construct the two hundred feet road, described in this numbered paragraph 4, the drainage improvements, as described in this numbered paragraph 4 and the canal siphon within the ECISD Portion.

5. INTENTIONALLY DELETED.

6. Drainage District shall provide at Drainage District's sole cost and expense all sixty inch drainage storm sewer pipe for the Project.

7. Upon final completion of construction of the Project, McAllen, County and Drainage District agree to repair and maintain only those improvements located within the respective jurisdiction of the County, McAllen and Drainage District. Such repair and maintenance shall be done in accordance with the same standards McAllen, County and Drainage District would normally use to repair and/or maintain any improvements of similar nature located within their respective jurisdiction.

8. **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 this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

9. **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.

10. **Entire Agreement**. This Agreement contains the entire contract 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 all parties hereto, and not otherwise.

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to ECISD:	Edinburg Consolidated Independent School District Attn: Dr. Rene Gutierrez, Superintendent of Schools 411 N. 8th St. Edinburg, Texas 78540
If to County:	County of Hidalgo Attention: County Judge P.O. Box 758 Edinburg TX 78540-0758
If to McAllen:	City of McAllen Attn: Mayor Jim Darling 1300 Houston Street/ P. O. Box 220 McAllen, Texas 78505
If to Drainage District:	Hidalgo County Drainage District No. 1 Attn: Godfrey Garza 900 N. Doolittle Road Edinburg, Texas 78539

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

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

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

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

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

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

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

19. **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.

20. **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.

21. **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 this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this 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

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
Juan "Sonny" Palacios, President, Board of Trustees

ATTEST:

_____
Jaime R. Solis, Secretary, Board of Trustees

CITY OF McALLEN, TEXAS

By: _____
Jim Darling, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chair, Board of Directors

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to desire to assist, Edinburg Consolidated Independent School District, ("ECISD"), the City of McAllen ("McAllen") and Hidalgo County Drainage District No.1 ("Drainage District") with respect to certain road and drainage improvements to 17½ Road, Hidalgo County has determined that it will receive a benefit from the infrastructure improvements and has agreed to assist ECISD, McAllen and Drainage District through an Interlocal Cooperation Agreement to be entered into with ECISD and the Drainage District, and Hidalgo County.

By vote on_____ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Mile 17.5

From : Steven Cruz <steven.cruz@co.hidalgo.tx.us> Fri, Mar 28, 2014 02:56 PM

Subject : Fwd: Mile 17.5 1 attachment

To : ''Jaime Salazar'' <jaime.salazar@hcdd1.org>, '"Monica Badillo"' <monica.badillo@co.hidalgo.tx.us>, '"Maria Lucio"' <maria.lucio@co.hidalgo.tx.us>

----- Forwarded Message -----
From: Marynel Trevino <mntrevino@atlashall.com>
To: 'Steven Cruz' <steven.cruz@co.hidalgo.tx.us>
Sent: Mon, 24 Mar 2014 10:01:26 -0500 (CDT)
Subject: Mile 17.5

Stephen L. Crain

ATLAS, HALL & RODRIGUEZ, LLP

818 Pecan Blvd. (78501)

P. O. Box 3725

McAllen, Texas 78502

Direct Dial Number (956) 632-8221

Main Number (956) 682-5501

Fax Number (956) 686-6109

E-mail Address scrain@atlashall.com

cid:8200F955-38AE-4A9E-B278-6C48CC4C1059

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment

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Amended Restated ECISD City of McAllen and HCDD#1.pdf
2 MB

AI-43828 **HIDTA - Task Force 18. A.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: HIDTA

Information

CAPTION

Authorization and approval to accept an extension for Award No. G12SS0002A-Modification 1 (1291). New termination date is 12/31/14.

BACKGROUND

The original grant termination date for Grant Award No. G12SS0002A-Modification 1 was 12/31/2013 (AI#40626) for the amount of $25,000.00.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to accept extension...

Attachments

Extension Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 03:54 PM
Manuel Chapa	Manuel Chapa	03/28/2014 12:40 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Nelda Olivarez Started On: 03/27/2014 01:53 PM

Final Approval Date: 03/28/2014

6c. Extension Approval History

SWB - South Texas

FY 2012

								HIDTA					
HIDTA	Grant #	Balance	Ext #	Grant Start Date	Grant End Date	Currently Extended	Requested Extension	Financial Manager			Director		
SWB - South Texas	G12SS0002A	25,000.00	1	01/01/2012	12/31/2013	12/31/2014	03/31/2014	✔	12/03/2013	gh	✔	12/03/2013	mdromgoole	✔
SWB - South Texas		25,000.00	2				12/31/2014	✔	03/19/2014	gh	✔	03/19/2014	mdromgoole	✔

ONDCP								
Program Review			National Director			Fiscal Review		Justification
12/11/2013	dneely	✔	12/11/2013	NATDIR	✔	12/11/2013	lnewton	Allow the agency to submit the final reimbursement. Funds have been
03/24/2014	dneely	✔	03/24/2014	NATDIR	✔	03/24/2014	lnewton	STX is requesting an extension to allow transfer of funds. The Hidalgo H TF funded DHE OT from asset forfeiture.

AI-43809 **Budget and Management 19. A.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval and appointment of members of County Energy Transportation Reinvestment Zone (CETRZ) Advisory Committee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. Appointment of members only.

Attachments

Statute

List

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	03/28/2014 07:18 AM
Budget & Management	Debbie Tamez	03/28/2014 07:56 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Sylvia Solis Started On: 03/27/2014

Final Approval Date: 03/28/2014

road utility district may issue bonds to pay all or part of the cost of a transportation infrastructure project and may pledge and assign all or a specified amount of money in the tax increment account to secure those bonds if the county:

(1) collects a tax increment; and

(2) pledges all or a specified amount of the tax increment to the road utility district.

(o) A road utility district formed as provided by Subsection (n) may enter into an agreement to fund development of a transportation infrastructure project or to repay funds owed to the department. Any amount paid for this purpose is considered to be an operating expense of the district. Any taxes collected by the district that are not paid for this purpose may be used for any district purpose.

Sec. 222.1072. ADVISORY BOARD OF COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONE. (a) A county is eligible to apply for a grant under Subchapter C, Chapter 256, if the county creates an advisory board to advise the county on the establishment, administration, and expenditures of a county energy transportation reinvestment zone. The county commissioners court shall determine the terms and duties of the advisory board members.

(b) Except as provided by Subsection (c), the advisory board of a county energy transportation reinvestment zone consists of the following members appointed by the county judge and approved by the county commissioners court:

(1) up to three oil and gas company representatives who perform company activities in the county and are local

taxpayers; and

(2) two public members.

(c) County energy transportation reinvestment zones that are jointly administered are advised by a single joint advisory board for the zones. A joint advisory board under this subsection consists of members appointed under Subsection (b) for each zone to be jointly administered.

(d) An advisory board member may not receive compensation for service on the board or reimbursement for expenses incurred in performing services as a member.

SECTION 3. Section 222.110, Transportation Code, is amended by amending Subsections (a) and (h) and adding Subsection (i) to read as follows:

(a) In this section:

(1) "Sales[~~, "sales~~] tax base" for a transportation reinvestment zone means the amount of sales and use taxes imposed by a municipality under Section 321.101(a), Tax Code, or by a county under Chapter 323, Tax Code, as applicable, attributable to the zone for the year in which the zone was designated under this chapter.

(2) "Transportation reinvestment zone" includes a county energy transportation reinvestment zone.

(h) The hearing required under Subsection (g) may be held in conjunction with a hearing held under Section 222.106(e), [~~or~~] 222.107(e), or 222.1071(d) if the ordinance or order designating an area as a transportation reinvestment zone under Section 222.106, [~~or~~] 222.107, or 222.1071 also designates a sales tax increment

County Energy Transportation Reinvestment Zone (CETRZ) Advisory Board Committee

1. Jim Barnes (Public member at large)
2. Guadalupe Gonzalez (Public member at large)
3. Pending member (Oil & Gas Industry)

As approved by Commissioners' Court on Tuesday, March 11, 2014.

AI-43723 **Budget and Management 19. B. 1.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff (1100):
Approval of 2014 appropriation of funds for Sheriff in the amount of $6,766.11 to fund the purchase of a replacement vehicle.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-741

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

BUDGETARY IMPACT:

Available funds as of 3/21/2014, monies are to be unreserved from acct#4-1100-360-00-000-005-0-000 Gen Fund Misc Rev-Insurance Claims.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/21/2014 09:38 AM
Manuel Chapa	Manuel Chapa	03/27/2014 10:48 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Patricia Ramos Started On: 03/21/2014 08:33 AM

Final Approval Date: 03/28/2014

DATE: March 21, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Sheriff**

ACCOUNT NUMBER: 4-1100-421-00-280-001-0-741

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-421-00-280-001-0- 741	Sheriff-	Vehicles	6,766.11
4-1100-360-00-000-005-0- 000	*Gen Fund-Misc-Rev-*	*Insurance Claims*	*6,766.11*
		TOTAL BUDGET INCREASE (DECREASE)	**6,766.11**

REASON: Appropriation of funds from General Fund Miscellaneous Revenue total loss of county vehicle into Sheriff account to fund replacement vehicle.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-43761 **Budget and Management 19. B. 2.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Pct. 1 R & B **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 R & B (1200):
Approval of 2014 appropriation of funds from the R & B unreserved fund balance for Pct. 1 Rd. Maint (fund 1200, program 005) in the amount of $95,000.00 to fund various operating expenditures.

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 of funds for Pct. 1 Rd. Maint. to fund various operating expenditures. Monies are taken from the R & B unreserved f/b.

Attachments

Pct. 1 Rd. Maint. appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	03/27/2014 10:02 AM
Budget & Management	Debbie Tamez	03/27/2014 02:47 PM
Merlen P. Munoz	Merlen P. Munoz	03/27/2014 03:25 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Ivan Cantu Started On: 03/25/2014 10:19 AM

Final Approval Date: 03/28/2014

DATE: April 1, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Rd. Maint.

ACCOUNT NUMBER: 4-1200-431-00-121-005-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2014
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-121-005-0- 664	Pct. 1 Rd. Maint.-	Other Minor Equipment	10,000.00
4-1200-431-00-121-005-0- 672	Pct. 1 Rd. Maint.-	Equip. & Veh. R & M Supplies	45,000.00
4-1200-431-00-121-005-0- 673	Pct. 1 Rd. Maint.-	R & B R & M Supplies	40,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**95,000.00**

REASON: Appropriation of funds for Pct. 1 Rd. Maint. to fund various operating expenditures from the unreserved R & B fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-43804 **Budget and Management 19. B. 3.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO's 2006 (1336):
Approval of 2014 unappropriation of funds from CO's Series 2006 (1336) in the amount of $24,380.26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1336-431-00-124-036-0-742

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

BUDGETARY IMPACT:

Unappropriation is needed to clear a negative in budgeted fund balance due to adjustments made related to an amended interlocal agreement.

Attachments

Unappropriate

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	03/28/2014 01:53 PM
Budget & Management	Debbie Tamez	03/28/2014 01:58 PM
Glinda Pacheco	Glinda Pacheco	03/28/2014 03:40 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Rolando Garcia Started On: 03/27/2014 09:02 AM

Final Approval Date: 03/28/2014

DATE: March 27, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget&Managament for Pct4

ACCOUNT NUMBER: 4-1336-431-00-124-036-0-742

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5761

2014

Unappropriation

AI-43804

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1336-431-00-124-036-0-742	CO2006-PCT4 DRAIN IMPRV PRJ-HEAVY EQUIP	(24,380.26)
TOTAL BUDGET INCREASE (DECREASE)		$ (24,380.26)

REASON: To unappropriate monies to clear negative amount in Budgeted Fund Balance 1336 (CO's)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-43813 **Budget and Management 19. B. 4.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.4 (1303):
Approval of 2014 appropriation of funds from (1303) fund balance in the amount of $42,614.00 for change order #1 from NM Contracting, LLC for building renovations/repair to Restitution Center on "M" Road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-419-40-124-125-0-XXX

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

BUDGETARY IMPACT:

Fund balance available for appropriation.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	03/28/2014 02:24 PM
Budget & Management	Debbie Tamez	03/28/2014 02:26 PM
Glinda Pacheco	Glinda Pacheco	03/28/2014 03:29 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Rolando Garcia Started On: 03/27/2014 09:45 AM

Final Approval Date: 03/28/2014

DATE: March 27, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget&Managament
for Pct4 Restitution-M Road Project

ACCOUNT NUMBER: 4-1303-419-40-124-125-0-XXX

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5761

2014
Appropriation

AI-43813

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1303-419-40-124-125-0-452	SOA1342-RESTITUTION-1124 M RD-BLDG ADD	42,614.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 42,614.00

REASON: Appropriation of monies from the (1303) fund balance for the Precinct No.4 Restitution-M Road Project. Reference AI-43810

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-43662 **Purchasing Department 20. A. 1.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Appointment and/or designation by Commissioner's Court of a committee to evaluate/grade and score the proposals received (03-19-14) for RFP No. 2014-061-03-19-YZV "Financial Advisory Services", as detailed in procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact is addressed through the final negotiated contract which pays any fees from the issuance proceeds.

Attachments

Acceptance & Participation Sheet

Selection & Schedules

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/27/2014 01:32 PM
Budget & Management	Debbie Tamez	03/27/2014 02:28 PM
Auditor's Office	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Yolanda Velasquez Started On: 03/19/2014 10:36 AM

Final Approval Date: 03/28/2014

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: MARCH 19, 2014 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "FINANCIAL ADVISORY SERVICES"

RFP NO: 2014-061-03-19-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
#1	Estrada-Hinojosa Investment Bankers, Dallas Texas	√
#2	First Southwest Company, Austin, Texas	√
#3		
#4		
#5		
#6		
#7		
#8		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP w/Q OPENING DATE: MARCH 19, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION:"FINANCIAL ADVISORY SERVICES" – HIDALGO COUNTY RFP w/Q NO.: 2014-061-03-19-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	First Southwest Vickie Hall	Email	Vickie.hall@firstsw.com	02/26/14	325 North St. Paul St. Ste 800 Dallas, TX 78201-3852 Tel: 214-953-8874
2	Public Financial Management, INC. Gwen Davidson	Email	davidsong@pfm.com	02/26/14	2210 West 6th St, Ste 1900 Austin, TX 78701 Tel: 512-472-7194
3	Watershed Investment Consultants, INC Terri Baldwin	Email	Terri_baldwin@watershedinvest.com	02/26/14	6400 S. Fiddler's Green Circle, Ste 500 Greenwood Village, CO 80111 Tel: 303-389-2070
4	Prime Vendor INC. Kimberly Doumit	Email	Bids20@prime-vendor.com	02/26/14	4622 Cedar Avenue Wilmington, NC 28403 Tel: 800-746-8307
5	Estrada Hinojosa & Com Noe Hinojosa	TR/BLM	bgarza@ehmuni.com	02/26/14	1717 Main St Suite 4700 Dallas, Texas 75201 Tel: 214-658-1670
6	Summit Strategies Group Sally E. Harrawood	Email	s-harrawood@summitstrategies.com	02/27/14	8182 Maryland Ave 6th Floor Saint Louis, MO 63105 Tel: 314-446-5329
7					
8					
9					
10					
11					
12					

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

PART III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA-PART I:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, after the 100-point evaluation, Hidalgo County's Court may elect to narrow the participating providers and request presentations.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFPs received in response to this Hidalgo County request for proposals.

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

NEGOTIATION PROCESS- EVALUATION CRITERIA- PART II:

The number one ranked firm will be contacted to submit a letter of engagement/contract for final negotiations based on the Evaluation Criteria Exhibit B-Part II. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs

Any contract awarded to a successful firm will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

AI-43822 **Purchasing Department 20. A. 2.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of Change Order No. 1 (increase) in connection: "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $128,787.00 to awarded general contractor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates with concurrence by construction manager, Prodigy, including authority for County Judge to execute document;

b. Acceptance and approval of an Amendment No. 2 to the AIA A101-2007 Standard Form of Agreement with D. Wilson Construction Company, for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to remove the allowance schedules and re-direct to Betterment Allowance;

c. Requesting approval of clarifications to the following Construction Change Directives:

1. Change Directive No. 1 (approved CC 11/26/13) to be funded by allowance;
2. Change Directive No. 2 (CC 3/11/14-NOT APPROVED) thus null and void;
3. Change Directive No. 3 (CC 3/18/14) to be funded by either the allowances or Betterment Allowance;

d. Approval of Construction Change Directive #5 (as drafted/submitted through project architect, Alcocer/Garcia & reviewed/concurred by construction manager, Prodigy) for the access control in an amount $1,025.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

PO 698457

A PO increase will be attached by no later than Monday 3/31.

Attachments

Change Order

PO Increase Form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/28/2014 03:21 PM
Budget & Management	Debbie Tamez	03/28/2014 03:23 PM

Auditor's Office Monica Badillo 03/28/2014 04:12 PM

Form Started By: Rocio Villarreal Started On: 03/27/2014 12:47 PM

Final Approval Date: 03/28/2014

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Facilities Mgmt
Contact Name: Jessica Ortega
Telephone # (956) 289-7850

Purchase Order Number: 698457
Increase # 3 for this Purchase Order

Procurement Method:

- ☐ Contract # C-12-029-10-23
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 376035
Vendor Name: D. Wilson Construction Co
Address: PO BOX 3455
McAllen, TX 78502-3455

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$3,314,000.00
		1st PO Increase $61,200.00 2nd PO Increase $20.00 Change Order #1 Remodel of existing Old Admin Bldg NIGP#91065		
		Amount of Increase Request		$128,787.00
		TOTAL AMOUNT		$3,504,007.00

Account Number: 4-1336-419-40-220-043-0-452

Reason: Revisions for Commissioners Court room and Public Affairs to include Emergency Mgmt office as requested by Owner.

Authorization: _____ Department Head — Date: 3/28/14

Reviewed by: _____ Purchasing Department — Date: _____

Approved By: _____ Purchasing Agent — Date: _____

Approved By: _____ Hidalgo County Auditor — Date: _____

AI-43810 **Purchasing Department 20. B. 1.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Request for Payment Applications No. 1 in the amount of $137,981.80, as submitted by NM Contracting , LLC, awarded contractor for the Hidalgo County Precinct No. 4 -"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX" and as certified for payment by project architect, Dannenbaum Engineering-Contract # C-13-234A-10-22;

b. Acceptance and approval of Change Order No. 1 in the amount of $24,663.00 resulting in changes as reflected on supporting documentation including but not limited to removing alternate 2 (kitchen appliances), and adding: prep and paint metal roof, gutters and downspouts, electrical and data boxes for classroom, mill work with laminated tops with an addition of thirty three (33) calendar days for completion of project for Contract No. C-13-234A-10-22 with NM Contracting , LLC as drafted/reviewed/approved by project architect, Dannenbaum Engineering Company for: Hidalgo County Precinct No. 4 -"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX" with authority for County Judge, or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1303-419-40-124-125-0-XXX

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

BUDGETARY IMPACT:

Funds available through PO# 704182.
Additional funding for Change Order will be available pending CC approval of AI-43813.

Attachments

Pay Application 1 -NM Contracting

Ch Ord 1 -Pct 4 Renov to Restitution Center on M Rd -NM Contr

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/28/2014 01:42 PM
Budget & Management	Debbie Tamez	03/28/2014 01:48 PM
Glinda Pacheco	Debbie Tamez	03/28/2014 02:30 PM

Purchasing Department	Marty Salazar	03/28/2014 02:53 PM
Budget & Management	Debbie Tamez	03/28/2014 02:54 PM
Auditor's Office	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Moises Salazar Started On: 03/27/2014

Final Approval Date: 03/28/2014

FILE COPY

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
County of Hidalgo
2812 S. Business Hwy. 281
Edinburg, TX 78539

PROJECT:
Hidalgo County Pct. 4 Building Renovations
1124 M. Road
Edinburg, TX 78539

FROM CONTRACTOR:
NM Contracting LLC
2022 Orchid Ave
McAllen, Texas 78501

VIA ARCHITECT:
Dannenbaum Engineering Co.
1109 Nolana Loop, Ste. 208
McAllen, TX 78504

APPLICATION #: 1
PERIOD TO: 02/28/14
PROJECT NOS: 2011
CONTRACT DATE: 10/22/13

Distribution to:
[X] Owner
[ ] Const. Mgr
[X] Architect
[X] Contractor

CONTRACT NUMBER: C-13-234A-10-22

CONTRACT FOR: Hidalgo County Pct. 4 Building Renovations

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	462,951.00
2. Net change by Change Orders	$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	462,951.00
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		145,244.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	$	6,529.06
b. 5.0% of Stored Material (Column F on Continuation Sheet)	$	733.14
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	7,262.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	137,981.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	
8. CURRENT PAYMENT DUE	$	137,981.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	324,969.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: _____ Date: 3-27-14

State of: Texas
County of: Hidalgo

Subscribed and sworn to before me this 27th day of March, 2014

Notary Public: _____
My Commission expires: 6-26-17

MARCELLA SOLANO
Notary Public, State of Texas
My Commission Expires
June 26, 2017

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $137,981.80

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: 3/27/2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Hidalgo County Pct. 4 Building Renovations
1124 M. Road
Edinburg, TX 78539

APPLICATION NUMBER: 1
APPLICATION DATE: 02/28/14
PERIOD TO: 02/28/14
ARCHITECT'S PROJECT NO: 2011

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
	General Conditions	61,725.00		25,000.00		25,000.00	41%	36,725.00	1,250.00
	Demolition	7,000.00		7,000.00		7,000.00	100%		350.00
	Millwork	2,900.00		700.00		700.00	24%	2,200.00	35.00
	Doors & Hardware	24,900.00						24,900.00	
	Drywall & Suspended Ceiling	39,920.00		29,264.00		29,264.00	73%	10,656.00	1,463.20
	Painting	11,000.00		5,000.00		5,000.00	45%	6,000.00	250.00
	Flooring	27,000.00		10,510.00		10,510.00	39%	16,490.00	525.50
	Specialties	17,655.00						17,655.00	
	Plumbing	38,000.00		11,277.21	14,662.79	25,940.00	68%	12,060.00	1,297.00
	H.V.A.C.	69,900.00		30,830.00		30,830.00	44%	39,070.00	1,541.50
	Electrical	85,000.00		11,000.00		11,000.00	13%	74,000.00	550.00
	Alternate #1	60,000.00						60,000.00	
	Alternate #2	17,951.00						17,951.00	
	SUBTOTALS PAGE 2	462,951.00		130,581.21	14,662.79	145,244.00	31%	317,707.00	7,262.20

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Change Order

PROJECT: *(Name and address)* Alterations to Restitution 1124 'M' Road - Edinburg	**CHANGE ORDER NUMBER:** 001 **DATE:** March 18, 2014 **ARCHITECT'S PROJECT NUMBER:** 4525-04	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: *(Name and address)* NM Contracting, LLC 2022 Orchid Avenue McAllen, Texas 78504	**CONTRACT DATE:** February 5, 2014 **CONTRACT FOR:** General Construction	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Remove alternate #2 bid item, kitchen appliances.
Add prep and paint for metal roof, gutters, and downspouts.
Add electrical and data floor boxes for classroom.
Add millwork counters with laminate tops as directed.
See attached summary and contractor backup for additional detail.

The original Contract Sum was	$	462,951.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	462,951.00
The Contract Sum will be increased by this Change Order in the amount of	$	24,663.00
The new Contract Sum, including this Change Order, will be	$	487,614.00

The Contract Time will be increased by Thirty-three (33) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is July 3, 2014

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Dannenbaum Eng. McAllen, LLC	NM Contracting, LLC	Hidalgo County
1109 Nolana Avenue - Ste. 208 McAllen, TX 78504	2022 Orchid Avenue McAllen, TX 78504	2812 South Business 281 Edinburg, TX 78539
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Steven L McGarraugh	Noel Munoz, Jr.	Hon. Ramon Garcia
(Typed name)	*(Typed name)*	*(Typed name)*
3/20/2014	3/20/2014	
DATE	DATE	DATE

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Prime Contract Change Order (CO)

Project Information	
Project #	2011
Title	Edinburg Building Repairs/ Renovations to Restitution Center
Address	1124 "M" Road
City, State, Zip	Edinburg , Texas 78540
Country	USA

Prime Contract Change Order	
CO #	001
Issue Date	3/28/2014
Subject	Roof, Painting, Counter Tops, Kitchen Floor, Wall Furr-Out.

Owner/Customer	
Contact	Martha L. Salazar
Company	Hidalgo County Precinct No. 4
Address	2802 S. Bus. Hwy. 281
City, State, Zip	Edinburg, TX 78539
Country	USA
Phone	956-318-2626
Fax	956-318-2629

Prime Contract Company	
Contact	Noel Munoz Jr
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, Texas 78501
Country	United States
Phone	(956) 631-5667
Fax	(956) 627-3959

You are directed to make the following changes to this Contract:

Item #1: Paint in lieu of replacing metal roof sheets
Item #2: Concrete cutting and patching for electrical boxes, conduits and metal trim
Item #3: Counter Tops
Item #4: Additional counter top
Item #5: Commercial Kitchen Floor, Red Quarry Tile non-slip
Item #6: Additional Wall Furr-Out in EDC

All other terms and conditions of the Contract Documents shall remain in effect.

Original Contract Price	$462,951.00
Net change by previous Change Orders	$0.00
Contract Amount Prior to this Change	$462,951.00
Amount of this Change Order	$42,614.00
Revised Contract Amount, including this Change Order	$505,565.00

The Contract time due to this Change Order is 33 days.

Response: ☑ Accept ☐ Do Not Accept

Hidalgo County Precinct No. 4
Company

By Date 3-28-14

NM Contracting, LLC
Company

By Date 3-28-14

Prime Contract Change Order (CO)

Change Order Financial Impact Details

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Paint in lieu of replacing metal roof sheets	1	ea.	$21,600.00	$21,600.00
2	Concrete cutting and patching for electrical boxes, conduits and metal trim	1	Ea.	$14,274.00	$14,274.00
3	1- 18"x15' P.L. counter top, 1- 18"x10' P.L. counter top, 1- 18"x5' P.L. counter top, *material & labor	1	Ea.	$780.00	$780.00
4	Additional counter top	1	Ea.	$1,860.00	$1,860.00
5	Commercial Kitchen Floor - Red Quarry Tile, Non-Slip	1	Ea.	$3,600.00	$3,600.00
6	Additional Wall Furr-Out in EDC	1	Ea.	$500.00	$500.00

Subtotal = $42,614.00

Tax = $0.00

Total = $42,614.00

Prime Contract Change Order (CO)

Project Information	
Project #	2011
Title	Edinburg Building Repairs/ Renovations to Restitution Center
Address	1124 "M" Road
City, State, Zip	Edinburg , Texas 78540
Country	USA

Prime Contract Change Order	
CO #	003
Issue Date	3/28/2014
Subject	Alternate #2

Owner/Customer	
Contact	Martha L. Salazar
Company	Hidalgo County Precinct No. 4
Address	2802 S. Bus. Hwy. 281
City, State, Zip	Edinburg, TX 78539
Country	USA
Phone	956-318-2626
Fax	956-318-2629

Prime Contract Company	
Contact	Noel Munoz Jr
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, Texas 78501
Country	United States
Phone	(956) 631-5667
Fax	(956) 627-3959

You are directed to make the following changes to this Contract:

Appliances removed from contract.

All other terms and conditions of the Contract Documents shall remain in effect.

Original Contract Price	$462,951.00
Net change by previous Change Orders	$42,614.00
Contract Amount Prior to this Change	$505,565.00
Amount of this Change Order	($17,951.00)
Revised Contract Amount, including this Change Order	$487,614.00

The Contract time due to this Change Order is to be determined at a later date.

Response: ☐ Accept ☐ Do Not Accept

Hidalgo County Precinct No. 4		NM Contracting, LLC	
Company		Company	
		Noel Munoz Jr	3/28/17
By	Date	By	Date

Prime Contract Change Order (CO)

Change Order Financial Impact Details

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Appliances removed from contract	1	Ea.	-$17,951.00	-$17,951.00

Subtotal = ($17,951.00)

Tax = $0.00

Total = ($17,951.00)

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: HIDALGO COUNTY PCT.#4
Contact Name: VERONICA LOPEZ
Telephone # (956)383-3112

Purchase Order Number: 704182
Increase # 1 for this Purchase Order
Procurement Method:

- ❑ Contract # C-13-234A-10-22
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 418889
Vendor Name: NM CONTRACTING, LLC
Address: 2022 ORCHID AVE.
MCALLEN, TEXAS 78504

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
		Amount of Original Purchase Order			$338,950.00
1	LOT	CHANGE ORDER #1	90963		24,663.00
		Amount of Increase Request			$24,663.00
		TOTAL AMOUNT			$363,613.00

Account Number: 4-1303-419-40-124-125-0-452

Liquidated: _____
Available: _____

Reason: P.O. TOTAL $462,951.00 +$24,663.00=$487,614.00

Authorization: Joseph Palacios JAB
Department Head ..... Date

Reviewed by: _____
Purchasing Department Date

Approved By: _____
Purchasing Agent Date

Approved By: _____
Hidalgo County Auditor Date

AI-43781 **Purchasing Department 20. C. 1.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted For: Ed. Olivarez, CAO-HCDHHS **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Texas Local Government Codes Ann., Chapter 271, Sections .101 & .102 (with both entities being political subdivisions of the State of Texas), requesting acceptance and approval of the Cooperative Purchasing Program Agreement between the Harris County Hospital District d/b/a/ Harris Health System and Hidalgo County thus allowing Hidalgo County Department of Health and Human Services to utilize (and eventually purchase) the software system and other pertinent related items in connection with 1115 Medicaid Waiver Project contract with Performance Logic, Inc. (awarded vendor through-Request For Proposal Job. No: 13/0077 by HCHD,dba,HHS).

BACKGROUND

Agreement document approved as to form by legal on March 19, 2014.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-444-00-240-005-0-320

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

BUDGETARY IMPACT:

No fiscal impact on this agenda; it is approval of the agreement document however once the department user is ready to utilzie the services the funding account number to be utilized it will be from Acct. #14-1100-444-00-240-005-0-320.

Available balance as of 3-28-14 $56,350

Attachments

Agreement Document

Loc. Gov. Code 271.101 and 271.102

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/27/2014 12:18 PM
Budget & Management	Debbie Tamez	03/27/2014 02:05 PM
Manuel Chapa	Manuel Chapa	03/28/2014 01:54 PM
Auditor's Office	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Vangie Garcia Started On: 03/26/2014 09:12 AM

Final Approval Date: 03/28/2014

COOPERATIVE PURCHASING PROGRAM AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Cooperative Purchasing Program Agreement is made and entered into by and between the Harris County Hospital District d/b/a Harris Health System ("Harris Health"), a political subdivision of the State of Texas and Hidalgo County (the "County"), a political subdivision of the State of Texas, pursuant to Sections 271.101 and 271.102 of the Texas Local Government Code Ann., as amended. Harris Health and County are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

Harris Health has entered into a contract with Performance Logic, Inc., to provide a software system to manage 1115 Medicaid Waiver projects, timelines, outcomes, metrics and milestones awarded through the publicly bid Request for Proposal Job No.: 13/0077;

County has requested Harris Health to allow the County to directly purchase the software from Performance Logic, Inc. based on its award to Performance Logic, Inc.;

The Harris County Purchasing Agent handles all procurement activities for Harris Health; and

Pursuant to TEX. LOCAL GOV'T CODE ANN. §271.102, the County may participate in Harris Health's Cooperative Purchasing Program.

Terms

I.

Pursuant to this Agreement, the County may use Harris Health's award to Performance Logic, Inc. to purchase a software system to manage 1115 Medicaid Waiver projects, timelines, outcomes, metrics and milestones. The County's right to purchase this software system is subject to approval of Performance Logic, Inc. and approval of the Harris County Purchasing Agent.

II.

In accordance with TEX. LOCAL GOV'T CODE ANN. §271.102(b), the County hereby:

A) designates the Hidalgo County Judge or his designated representative to act on behalf of the County in all matters relating to this Agreement;

B) agrees that the County can contract directly with Performance Logic, Inc. subject to the approval of Performance Logic, Inc. and the Harris County Purchasing Agent;

C) agrees to make payments directly to Performance Logic, Inc.; and

C) agrees that the County will be solely responsible for Performance Logic's compliance with the terms of its Agreement with the County.

III.

The term of this Agreement shall begin on the later date this Agreement is approved by all Parties and end twelve months later. The County and Harris Health through its governing body may terminate this Agreement upon thirty (30) days prior written notice. This Agreement will automatically renew for three (3) one year terms unless one Party sends the other Party a thirty (30) day prior written termination notice.

IV.

Nothing in this Agreement is construed as creating any personal liability on the part of any officer or agent of any public body that may be a Party to this Agreement.

V.

This Agreement constitutes the entire agreement between the Parties. No prior written or prior contemporaneous oral promise or representation is binding. This Agreement may not be amended, changed or extended except by written instrument signed by both Parties.

VI.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, at the addresses set forth below. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Harris Health:	Harris County Hospital District d/b/a Harris Health System 2525 Holly Hall Houston, Texas 77054 Attn: President and CEO
Copy to:	Harris County Purchasing Agent 1001 Preston, Suite 670 Houston, Texas 77002
To the County:	Hidalgo County 1304 S. 25th Ave. Edinburg, Texas 78541

Either Party may designate a different address by giving the other Party ten (10) days written notice.

VII.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

Approved As To Form:

Vince Ryan
Harris County Attorney

By: _____
Mercedes Leal
Vice President/Legal Affairs
C.A. File No. 14HSP0082

Harris County Hospital District
d/b/a Harris Health System

By: _____
David Lopez
President/CEO
Date Signed: _____

ATTEST/SEAL:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY
Signed by:

_____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
Office of Criminal District Attorney Rene Guerra

_____
By: Michael L. Garza, Assistant District Attorney

APPROVED BY HIDALGO COUNTY COMMISSIONERS COURT:_____

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Performance Logic for the 1115 Waiver - Hidalgo County

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Wed, Mar 19, 2014 02:27 PM

Subject : Performance Logic for the 1115 Waiver - Hidalgo County

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Cc : perla lopez <perla.lopez@hchd.org>, 'Dairen Sarmiento' <dairen.sarmiento@hchd.org>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

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

Vangie,

My office approves as to form the Cooperative Purchasing Program Agreement between Harris County and Hidalgo County regarding the above referenced matter.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

provided for by law, below that which is required to provide the amount required by Subsection (a), the local government shall, at the earliest practicable time, refund or defease the obligations, and after such defeasance or refunding the reduction in rate shall become effective in accordance with law.

Added by Acts 1993, 73rd Leg., ch. 827, Sec. 1, eff. Aug. 30, 1993.

Sec. 271.096. ADMINISTRATION, RULES, FEES. The board shall administer the implementation of this subchapter and may adopt rules and set fees necessary for its administration.

Added by Acts 1993, 73rd Leg., ch. 827, Sec. 1, eff. Aug. 30, 1993.

SUBCHAPTER P. COOPERATIVE PURCHASING PROGRAM

Sec. 271.101. DEFINITIONS. In this subchapter:

(1) "Local cooperative organization" means an organization of governments established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment.

(2) "Local government" means a county, municipality, special district, school district, junior college district, regional planning commission, or other political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 746, Sec. 7, eff. Aug. 28, 1995.

Sec. 271.102. COOPERATIVE PURCHASING PROGRAM PARTICIPATION.

(a) A local government may participate in a cooperative purchasing program with another local government or a local cooperative organization.

(b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:

(1) designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;

(2) make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and

(3) be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

(c) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

Added by Acts 1995, 74th Leg., ch. 746, Sec. 7, eff. Aug. 28, 1995.

SUBCHAPTER G. PURCHASES FROM FEDERAL SCHEDULE SOURCES OF SUPPLY

Sec. 271.103. FEDERAL SUPPLY SCHEDULE SOURCES. (a) A local government may purchase goods or services available under Federal supply schedules of the United States General Services Administration to the extent permitted by federal law.

(b) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

Added by Acts 1997, 75th Leg., ch. 826, Sec. 2, eff. June 18, 1997.

SUBCHAPTER I. ADJUDICATION OF CLAIMS ARISING UNDER WRITTEN CONTRACTS WITH LOCAL GOVERNMENTAL ENTITIES

Sec. 271.151. DEFINITIONS. In this subchapter:

(1) "Adjudication" of a claim means the bringing of a civil suit and prosecution to final judgment in county or state court and includes the bringing of an authorized arbitration proceeding and prosecution to final resolution in accordance with any mandatory procedures established in the contract subject to this subchapter for

AI-43805 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 02:22 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/27/2014 09:24 AM

Final Approval Date: 03/28/2014

AI-43807 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-cv-00067; Santos Rodriguez, Jr. et al v. Hidalgo County Sheriff's et al, City of Mission, et al and other unknown persons

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 02:09 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/27/2014 09:26 AM

Final Approval Date: 03/28/2014

AI-43797 **Closed Session 21. E.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Concepcion Cuellar and Norma Gomez, Ind. and as Reps. of the Estate of Brenda Gomez-Cuellar (deceased)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 04:03 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/26/2014 03:45 PM

Final Approval Date: 03/28/2014

AI-43791 **Closed Session 21. F.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Victoria County Juvenile Services

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 04:03 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Aida Alvarez Started On: 03/26/2014 03:05 PM

Final Approval Date: 03/28/2014

AI-43793 **Closed Session 21. G.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 03:58 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Aida Alvarez Started On: 03/26/2014 03:11 PM

Final Approval Date: 03/28/2014

AI-43836 **Closed Session 21. H.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Raul Rodriguez, Jr. and Yesenia Sias

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 08:27 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Aida Alvarez Started On: 03/28/2014 07:13 AM

Final Approval Date: 03/28/2014

AI-43806 **Open Session 22. C.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 02:24 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/27/2014 09:25 AM

Final Approval Date: 03/28/2014

AI-43808 **Open Session 22. D.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-cv-00067; Santos Rodriguez, Jr. et al v. Hidalgo County Sheriff's et al, City of Mission, et al and other unknown persons

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/27/2014 02:12 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/27/2014 09:27 AM

Final Approval Date: 03/28/2014

AI-43798 **Open Session 22. E.**

CC REGULAR

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Concepcion Cuellar and Norma Gomez, Ind. and as Reps. of the Estate of Brenda Gomez-Cuellar (deceased)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 04:04 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Monica Badillo Started On: 03/26/2014 03:48 PM

Final Approval Date: 03/28/2014

AI-43792 **Open Session 22. F.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Victoria County Juvenile Services

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 04:03 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Aida Alvarez Started On: 03/26/2014 03:07 PM

Final Approval Date: 03/28/2014

AI-43794 **Open Session 22. G.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 03:58 PM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Aida Alvarez Started On: 03/26/2014 03:12 PM

Final Approval Date: 03/28/2014

AI-43837 **Open Session 22. H.**

CC REGULAR

Meeting Date: 04/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Raul Rodriguez, Jr. and Yesenia Sias

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 08:28 AM
Purchasing Department	Monica Badillo	03/28/2014 04:12 PM

Form Started By: Aida Alvarez Started On: 03/28/2014 07:17 AM

Final Approval Date: 03/28/2014