AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 29, 2014
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-43965** Proclamation declaring May 1, 2014 as National Day of Prayer in Hidalgo County

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

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

C. **AI-44294** Request to use the courthouse open forum grounds for the National Day of Prayer Event to be held on May 1, 2014 from 8:00am - 8:00 pm.

D. **AI-44184** Environmental Compliance:
Authorization for Judge Ramon Garcia to sign TCEQ Subscriber Agreement authorizing county's Environmental Compliance Coordinator to submit DMRs Electronically to TCEQ for the waste water treatment plant at Delta Lake Park in Precinct 1.

E. **AI-44116** WIC:
Requesting authorization for Norma Longoria and Diana Cardona to attend the 2014 ILCA Annual Conference July 22-26, 2014 in Phoenix, AZ.

8. **Constables:**

A. **AI-44241** Constable Pct. 3 (1257):
Approval of appropriation of the 2014 Equitable Sharing funds for the Constable Precinct 3 Department in the total amount of $8,226.00.

B. **AI-44243** Constable Pct. 3 (1230):
Approval of the appropriation of 2014 Investigative Funds for the Constable Pct.3 Department in the total amount of $4,033.00.

C. **AI-44244** Constable Pct. 3 (1220):
1. Approval of certification of revenues as certified by the County Auditor for the 2014 LEOSE funds for Constable Pct. # 3

2. Approval of the appropriation of the 2014 LEOSE funds for the Constable Pct. 3 Department in the total amount of $1,679.61.

9. **County Courts at Law:**

A. **AI-44191** County Court #8:
Approval of the following requisitions for expenses in accordance with Exiting Officials Expenditure Policy

Req. #	Vendor	Amount	Item	Purpose of expense
255282	Rolando Cantu	686.86	meals/mileage	Criminal Justice Seminar in Rockwall, Tx 5/14-5/16, 2014
255286	Hilton/Dallas Rockwall	277.98	lodging	Criminal Justice Seminar in Rockwall, Tx 5/14-5/16, 2014
254106	AL3 Enterprises	4,709.40	audio system	Audio Equipment for Courtroom

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

A. **AI-44097** Precinct #2 - Parks (1100):
1. Approval to create the following part time temporary-positions not to exceed 10 weeks:

Action	*Dept/ Program*	*Position Title*	*Slot #*	*Budgeted Salary/ Hourly Rate*
Create	122-008	Lifeguard	T037	$10.50
Create	122-008	Lifeguard	T038	$10.50
Create	122-008	Lifeguard	T039	$10.50
Create	122-008	Lifeguard	T040	$10.50
Create	122-008	Attendant	T041	$9.50
Create	122-008	Attendant	T042	$9.50

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

11. **Sheriff's Office:**

A. **AI-44140** 1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Local Government Code and Sec. 262.024 (9)c:
One (1) 2008 Chevy Tahoe, Four (4) 2009 Ford Crown Victoria and Seven (7) 2010 Ford Crown Victoria police interceptor model vehicles for the total amount of $67,400.00 thru requisition 254659.

2. Authorization for Purchasing Department to issue a purchase order and County Treasurer's to issue a check made payable to Texas Facilities Commission Department of Public Safety after County Auditor's review

12. **Tax Office - Paul Villarreal:**

A. **AI-44188** Requesting Approval of Inter-Local Cooperation Agreement for Tax Assesment and Collection of Taxes between CITY OF ALAMO and COUNTY OF HIDALGO, effective October 1, 2014.

13. **Health & Human Services Department - Eddie Olivarez**

A. **AI-44131** HidalGo FIT (Wellness Program) Update

B. **AI-43982** Requesting approval to apply for Binational Health Council Funding in an amount up to $8,000.00. Funds to be used for Border Binational Health Week 2014.

C. **AI-43981** Requesting approval to process the following invoices as claims after auditing procedures are completed by County Auditor.

Vendor	**Invoice Date**	**Invoice #**	**Amount**
Video Sound & Lights	01/08/14	14-0509	$683.48
Video Sound & Lights	01/08/14	14-0510	$683.48
		Total	**$1,366.96**

D. **Health Care Funding District:**

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

E. **Indigent Health Care Program:**

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

14. **Adult Probation - Arnold K. Patrick:**

A. **AI-44089** DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $18,960.60.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $18,960.60.

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

A. **AI-44175** The Urban County Program on behalf of the City of La Joya, is requesting consideration and action to approve a purchase order to OCL Enterprises, LLC in the amount of $23,114.62 for a Parks, Recreational Facility Improvements project, utilizing funds from the UCP Years 23 & 24 (2010 & 2011).

B. **AI-44159** Urban County Program, on behalf of Precinct No.1, is requesting approval of a contract extension with Leonel Garza Jr. & Associates for an additional six (6) months to complete the appraisal reports for the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068 project known as the Delta Area Connector/ East Lateral.

C. **AI-44158** Urban County Program, on behalf of Precinct No.1, is requesting approval of a contract extension with HLH Appraisal Services for an additional six (6) months to complete the appraisal review reports for the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068 project known as the Delta Area Connector/ East Lateral

D. **AI-44142** Urban County Program, on behalf of Precinct No.1, is requesting approval of Amendment No. 2 to the existing contract agreement for appraisal services with HLH Appraisal Services under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 1 Delta Area Connector/ East Lateral Project. The amendment will **increase** the professional service contract amount from $22,950.00 to $23,400.00 for a total **increase of $450.00.**

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

A. **AI-44040** Approval of Full Contract Services between Hidalgo County and Sharyland Independent School District for their election to be held on May 10, 2014.

B. **AI-44041** Approval of Full Contract Services between Hidalgo County and the City of Mission for their election to be held on May 10, 2014.

C. **AI-44043** Approval of Full Contract Services between Hidalgo County and the Mission Consolidated Independent School District for their election to be held on May 10, 2014.

D. **AI-44045** Approval of Full Contract Services between Hidalgo County and the City of Palmview for their election to be held on May 10, 2014.

E. **AI-44263** Approval of Full Contract Services between Hidalgo County and the City of San Juan for their election to be held on May 10, 2014.

F. **AI-44264** Approval of Full Contract services between Hidalgo County and the Progreso Independent School District for their election to be held on May 10, 2014.

G. **AI-44039** Approval of Full Contract Services between Hidalgo County and the City of Hidalgo for their election to be held on May 10, 2014.

17. **Head Start Program - Teresa Flores:**

A. **AI-44125** Presentation of Nutrition Contest 2014 Winners

B. **AI-44117** Discussion/Approval of Summer Work Schedule

C. **AI-44130** Discussion/Approval of Response to Federal Review Monitoring Review Report

D. **AI-44129** Presentation of Federal Monitoring Review Report

E. **AI-44128** End of Year Activities - May 2014

F. **AI-44126** Recruitment Report for Program Year 2014-2015

G. **AI-44124** Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids for Air Conditioning Maintenance & Repair Services

H. **AI-44123** Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Facility (under same terms and conditions) with the Columbus Club of Weslaco (Weslaco II Head Start Center)

I. **AI-44122** Discussion/Approval of Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and The University of Texas Pan American

J. **AI-44121** Discussion/Approval to Accept Proposal to Increase the Enrollment of Three (3) Year Old Children in the Pharr-San Juan-Alamo (P-SJ-A) Area and Decrease Enrollment in Other Areas

K. **AI-44119** Discussion/Approval to Accept Pharr-San Juan-Alamo's (P-SJ-A) Proposal to Serve Four (4) Year Old Children in P-SJ-A Facilities in 2014-2015

18. **Public Defender's Office - Jaime Gonzalez:**

A. **AI-44207** Public Defender's Office - Capital Murder Section:
1. Discussion, consideration, and action to approve a resolution authorizing the submittal of an application for a new grant - FY2015 Indigent Defense Multi-Year Discretionary Grant (Capital Murder) Program.
2. Approval to designate the County Judge as the Authorized Official.

B. **AI-44084** Public Defender's Department - Juvenile Section (1282):
1. Discussion, consideration, and action to approve a resolution authorizing the summittal of a grant renewal - FY2015 Hidalgo County Resolution Indigent Defense Discretionary Grant Program.
2. Approval to designate the County Judge as the Authorized Official.

19. **Auditor's Office - Ray Eufracio:**

A. **AI-44214** 1. Approval of Certification of Revenues as certified by the County Auditor for Mile 6 West-TXDOT project.
2. Approval of 2013 appropriation of funds for Mile 6 West-TXDOT project in the total amount of $100,926.66.

20. **Precinct #1 - Comm. Cuellar:**

A. **AI-44293** Recognition of RCR Elementary School Students

B. **AI-44231** Presentation of Building Communities Workshop (BC Workshop) on Low-Impact Development.

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

A. **AI-44236** Approval of Right of Way Easement for AEP Texas Central Company for the purpose of providing electricity to the new Pct 2 Equipment and Maintenance Facility.

B. **AI-44238** Approval of Closing Documents for the Purchase of Real Property from North Alamo Water Supply Corp. and authority for County Judge to execute the same for Parcels 15 & 16, Minnesota Road from Raul Longoria to Cesar Chavez.

C. **AI-44267** Pct 2 ICA SJ-Eldora & Sgt Trevino Rd (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenues received from the City of San Juan for the Pct 2 Eldora & Sgt Treviño Rd Project.
2. Approval of 2014 appropriation of funds into Pct 2 ICA SJ-Eldora & Sgt Treviño Rd in the amount of $182,929.86.

D. **AI-44226** Pct. 2 Various Funds:
Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Account No.	Amount
Co. Wide Shop			
Verizon Wireless	9718984671	4-1200-431-00-122-004-0-532	$10.38
Verizon Wireless	9720691666	4-1200-431-00-122-004-0-532	$64.03
Verizon Wireless	9720691666	4-1200-431-00-122-004-0-532	$10.38
Verizon Wireless	9722412639	4-1200-431-00-122-004-0-532	$64.03
Verizon Wireless	9722412639	4-1200-431-00-122-004-0-532	$10.38
Total			**$159.20**
Administration			
Verizon Wireless	9720691656	4-1200-431-00-122-005-0-532	$44.11
Verizon Wireless	9720691656	4-1200-431-00-122-005-0-532	$66.94
Verizon Wireless	9722412629	4-1200-431-00-122-005-0-532	$44.11
Verizon Wireless	9722412629	4-1200-431-00-122-005-0-532	$65.13
Advance Publishing Co.	140108	4-1200-431-00-122-005-0-540	$378.00
Total			**$598.29**

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

A. **AI-44273** Approval of Resolution in honor of Cassandra Sanchez

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

A. **AI-44288** Courthouse Security (1241):
Approval of 2014 appropriation of funds in the amount of $2,000.00 for the purchase of security supplies and equipment.

24. **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-44285** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Sheriff's Department (119NBW)
2. Public Defender's Office (142WFG and 142WFC)

B. WIC

1. **AI-44108** Recommending award of bid and approval of contract document to sole responsible vendor submitting the lowest bid (Stanbio, Inc.) and meeting all specifications/requirements as attached hereto for Hidalgo County WIC Program project titled: "Purchase of Microcuvetttes" RFB:2014-071-04-09-SMA.

C. Precinct #2:

1. **AI-44253** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional architectural services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services for (Pct No. 2 Lopezville Park project

Evaluators	Milnet Architectural Services	ROFA Architects	ERO International
Scores	88	96	97
Ranking			

C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for architectural services for (Pct No. 2 Lopezville Park project.

2. **AI-44256** Requesting acceptance and approval of Work Authorization No. 6 (with an estimated cost of $7,197.14) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Gearhart Drive Paving and Drainage Improvement Project.

3. **AI-44265** Requesting acceptance and approval of Work Authorization No. 7 (with an estimated cost of $7,592.70) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Moore Road Paving and Drainage Improvement Project.

D. **Precinct #4:**

1. **AI-44156** Acceptance and approval of processing of Payment Application #1 in the amount of $9,653.00 as submitted by Alpha Building Corporation in connection with the "Linn-San Manuel Beautification Project- Cement and Stone Work -Turnkey project" (PO#703552) with authority for County Treasurer to issue payment after County Auditor's review procedures are completed.

2. **AI-44242** A. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 03/18/14) with **HALFF ASSOCIATES, INC.** for: **"Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings"** (on an as needed basis), utilized by various departments for projects located within Hidalgo County Precinct #4 area.

B. Requesting approval of **Supplemental Agreement No. 1** to Work Authorization No. 1 for the purposes of (subcontracting) under the current contract with **TEDSI INFRASTRUCTURE GROUP, INC.** for the (Job Specific) Project: **Mon Mack Road** for Hidalgo County Precinct No. 4., under contract #C-13-088-02-11

C. Requesting approval of **Supplemental Agreement No. 1** to Work Authorization No. 1 for the purpose of (subcontracting) under the current contract with **TEDSI INFRASTRUCTURE GROUP, INC.** for (Job Specific) Project: **Roosevelt Road** for Hidalgo County Precinct No. 4., under contract #C-13-089-02-11

25. **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-44201** 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

D. **AI-44251** Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul WIlliam Labude (decendant) v. County of Hidalgo, et al

E. **AI-44210** Claim of AT&T

F. **AI-44227** Claim of Candelario Hernandez

26. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-44202** 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

D. **AI-44252** Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul WIlliam Labude (decendant) v. County of Hidalgo, et al

E. **AI-44211** Claim of AT&T

F. **AI-44228** Claim of Candelario Hernandez

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

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

29. **Adjourn**

AI-43965 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation declaring May 1, 2014 as National Day of Prayer in Hidalgo County

BACKGROUND

Attachments

REQUEST

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/07/2014 01:47 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/04/2014

Final Approval Date: 04/25/2014

CC 4/8/14

NATIONAL DAY OF PRAYER RGV.com

P.O. Box 1760
Edinburg, TX 78540
www.ndprgv.com

RECEIVED
MAR 04 2014
BY: PUBLIC AFFAIRS

1/27/2014

Judge Ramon Garcia
County Judge
302 W. University Dr.
Edinburg, TX 78539

RE: 63rd National Day of Prayer Proclamation from the City of Edinburg, Texas

Dear Judge Ramon Garcia

It has been a continuous blessing to have the prayers and support of the City of Edinburg, Texas. As the location of our County Seat, the City Edinburg, through its leadership, has taken an active role in the celebration of the National Day of Prayer (time 8:00 a.m. – 8:00 p.m.).

This year we are planning a fellowship reunion at the east side of our Hidalgo County Courthouse. Therefore, kindly consider this letter a request to have the National Day of Prayer Proclamation placed on the City Agenda for consideration and action. In addition, we hope you would assist us regarding the Parks and Recreation bleachers and portable toilets for the use in the National Day of Prayer Celebration on May 1, 2014.

This year we would welcome the participation and attendance of our City's leaders at the Hidalgo County Courthouse. In years past, the local media has been instrumental in

informing the public of the ongoing efforts of our local government, church leadership and general public in making the National Day of Prayer a great success. This year is no different. We hope that your attendance, as well as our Mayor and City Commissioners' presence, would emphasize the support that we have received from the city of Edinburg.

In II Chronicles 7:14 the Word of God says, "If my people, which are called by my name, shall humble themselves, and pray, and seek my face, and turn from their wicked ways; then I shall hear from Heaven, and will forgive their sin, and will heal their land". Thereby we trust that the prayers and supplications of our people, both individually and corporately, are heard in the Heaven and the LORD God Almighty has heard, forgiven and will heal our land". Thereby we trust that the prayers and supplications of our people, both individually and corporately, are heard in the Heaven and the LORD God Almighty has heard, forgiven and will heal our land.

GOD BLESS you, the City of Edinburg leaders, their families and our country.

Sincerely your Brother in Jesus Christ,

Adrian Esparza
National Day of Prayer Coordinator
(956) 533-0000

PROCLAMATION DECLARING MAY 1, 2014 AS
NATIONAL DAY OF PRAYER IN HIDALGO COUNTY

WHEREAS, the year was 1775 and the early foundations of our great nation were being created and established, it was a day and time of great expectation. An unprecedented period in world history, these early years were ones in which the founding fathers knew well the formidable task that faced them; and

WHEREAS, it came to pass that the Continental Congress asked the colonies to join in prayer as they moved toward forming the greatest democracy the world has ever known; and

WHEREAS, in 1863, President Abraham Lincoln called for a day of "humility, fasting and prayer" embracing our heritage and building on our early foundation, we are asked again this year to join in prayer as a state and nation for the 63rd Annual National Day of Prayer, with this year's theme being "One Voice, United in Prayer;" and

WHEREAS, throughout our history Americans have turned to prayer and reflection, during time of strength and times of difficulty, in moments of joy and moments of despair; seeking comfort, giving thanks, asking for God's guidance and abiding grace; and

WHEREAS, God has blessed us and shed His grace on this great land, but each of us has the responsibility to treasure, protect and strengthen its foundation for the generations to come. As our nation comes together, let us all pray for unity of hearts and righteousness for this great state, this great nation and all mankind.

NOW, THEREFORE, BE IT RESOLVED THAT the Hidalgo County Commissioners Court hereby proclaims May 1, 2014 as the "National Day of Prayer" in the County of Hidalgo.

Dated this 29th 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-44294 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request to use the courthouse open forum grounds for the National Day of Prayer Event to be held on May 1, 2014 from 8:00am - 8:00 pm.

BACKGROUND

subject to approval from Sheriff's Department and TxDOT and City

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	04/25/2014 05:40 PM

Form Started By: Monica Badillo Started On: 04/25/2014

Final Approval Date: 04/25/2014

AI-44184 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Authorization for Judge Ramon Garcia to sign TCEQ Subscriber Agreement authorizing county's Environmental Compliance Coordinator to submit DMRs Electronically to TCEQ for the waste water treatment plant at Delta Lake Park in Precinct 1.

BACKGROUND

This subscriber agreement will allow the county to submit the periodic discharge monitoring reports for the Delta Lake waste water treatment plant to TCEQ electronically. The Environmental Compliance Office will be responsible for submittal of the reports.

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 11:19 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/17/2014

Final Approval Date: 04/25/2014

TCEQ Subscriber Agreement Number: 915df309-e731-4b6b-9365-8606bd4ccd1c
Generated On: 2014-03-19 10:31:40.0
Account Reference: 4648

A. Subscriber Information

User Name: martin.ramirez@hchd.org

Name: Martin Ramirez

Organization: Hidalgo County

Email Address: martin.ramirez@hchd.org

Phone Number: 956-318-2980

B. Permit Information

Signing privileges are requested for the following permits:

Permit ID	Facility Name	Facility Address	Relationship	Authorized By
TX0072133	DELTA LAKE PARK WWTF	2M N. FMR 88 AND 1422, E. FMR 88 WESLACO, TX 78596	Facility	Ramon Garcia

C. Terms and Conditions

As an account holder and submitter of data, I agree

- 1. to protect my password from use by anyone except me, to maintain the secrecy of my password by not revealing it to anyone else, and to change it if I believe it becomes known to any other person;
- 2. to report to the TCEQ NetDMR help line, within twenty-four (24) hours of discovery, any evidence of the loss, theft, or other compromise of my user account or password;
- 3. to notify the TCEQ NetDMR help line if I cease to represent any of the sites named above as a preparer and or submitter of that organization's electronic reports to NetDMR as soon as this change in relationship occurs;
- 4. and understand that I will be held as legally bound, obligated, or responsible for any electronic submittal using my account and password as I would be using my hand-written signature, and that legal action can be taken against me based on the use of my account and password in submitting an electronic document to the TCEQ;
- 5. to review the acknowledgments and content of documents submitted electronically using my account and PIN to NetDMR;
- 6. to report to the TCEQ NetDMR help line, within twenty-four (24) hours of discovery, any evidence of discrepancy between an electronic document I have submitted and what NetDMR has received from me;
- 7. that in no event will the TCEQ be liable to me or my employer for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the use or inability to use the software or of any data supplied there, with even if the TCEQ or anyone else has been advised of the possibility of such damages, or for any claim by any other party. The TCEQ disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software and the accompanying written materials;
- 8. that data electronically submitted using this Account shall also be considered to contain the following certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment;

- 9. that data in the work area that has not gone through the action of submittal (caused by pressing the submit button) is not considered to be submitted data. Even though the data resides on a TCEQ controlled computer, it is considered to be in draft form and will not be considered to meet any reporting requirements until I have taken action to submit the data.

D. Delegated Authorization

Permit ID: TX0072133

I, Ramon Garcia, have the authority to enter into this Agreement for DELTA LAKE PARK WWTF and Permit ID TX0072133 under the applicable standards. I request TCEQ grant Martin Ramirez the ability to submit DMRs for Permit ID TX0072133 through the NetDMR system.

_____	Hidalgo County Judge	4/17/14
Delegator Signature	Title	Date

APPROVED BY COMMISSIONERS' COURT ON: ____

E. Subscriber Signature

Permit ID: TX0072133

I, Martin Ramirez, am authorized by Ramon Garcia, who does have the authority under the applicable standards, to enter into this agreement for DELTA LAKE PARK WWTF and Permit ID TX0072133.

By submitting this application to TCEQ I, Martin Ramirez, have read, understand, and accept the terms and conditions of this subscriber agreement. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are criminal penalties for submitting false information, including the possibility of fine and imprisonment.

_____	_____
Subscriber Signature	Date

Print this form and mail to:
TCEQ
Attn: SPA Coordinators
Enforcement Division - MC224
PO BOX 13087
Austin , TX 78711-3087

AI-43198

Comm. Court Executive Office 6. E.

CC REGULAR

Meeting Date: 02/25/2014

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization for Judge Ramon Garcia to sign Discharge Monitoring Report (DMR) Address and Signatory Authority Form (TCEQ-20431) authorizing county's Environmental Compliance Coordinator to sign DMRs and submit to TCEQ the waste water treatment plant at Delta Lake Park in Precinct 1.

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 02:28 PM
Glinda Pacheco	Glinda Pacheco	02/20/2014 01:09 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM
Budget & Management	Debbie Tamez	02/14/2014 02:28 PM
Glinda Pacheco	Glinda Pacheco	02/20/2014 01:09 PM
Auditor's Office		02/21/2014 04:30 PM
Form Started By: Monica Badillo		Started On: 02/14/2014 01:17 PM
Final Approval Date: 02/21/2014		

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Discharge Monitoring Report (DMR) Address and Signatory Authority Form

If you have questions about completing this form, please contact the Compliance Monitoring Team at 512-239-2545.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-2545.

Permit Information:

EPA ID NUMBER: TX 0072133 TPDES PERMIT NUMBER (if applicable): WQ0010973001

PERMITTEE AND/OR FACILITY NAME: County of Hidalgo

DMR MAILING ADDRESS: (If different from your primary mailing address stated on the permit)

Hidalgo County Pct 1, 1902 Joe Stephens Avenue
(Street Address)

Weslaco, TX 78596
(City, State and Zip Code)

Note: If your primary mailing address has changed, please submit the revised address in writing to the Applications Review and Processing Team (MC 148). Please call 512-239-4671 to request the form for this purpose.

Signatory Information:

INDIVIDUAL(S) DELEGATED AUTHORITY TO SIGN DISCHARGE MONITORING REPORTS (DMRs):
(Other than person delegating authority- **Delegation of signatory authority must meet the requirements in 30 TEX. ADMIN. CODE 305.128.** See reverse of this form for rule citation.)

Martin Ramirez / Hidalgo Co. Environmental Compliance Coord.
(Name) (Title)

/
(Name) (Title)

PERSON TO CONTACT BY PHONE: Martin Ramirez / Environmental Compliance Coord
(Name) (Title)
956-2929-7000 ext. 4082 or 956-318-2980
(Phone Number)
martin.ramirez@hchd.org
(E-mail Address)

RESPONSIBLE CORPORATE OFFICER, GENERAL PARTNER, PROPRIETOR, PRINCIPLE EXECUTIVE OFFICER, OR RANKING ELECTED OFFICIAL: **(Individual listed below is a person defined in 30 TEX. ADMIN. CODE 305.44(a).** See reverse of this form for rule citation.)

I, Ramon Garcia (Printed name) Hidalgo County Judge (Title)

certify that I am a RESPONSIBLE CORPORATE OFFICER, GENERAL PARTNER, PROPRIETOR, PRINCIPAL EXECUTIVE OFFICER, OR RANKING ELECTED OFFICIAL for the above-referenced regulated facility, and I therefore have authority under 30 TAC 305.44 to sign reports. I certify that signatory authority for Discharge Monitoring Reports has been delegated to the above-named individual(s) in accordance with applicable procedures, consistent with 30 TAC 305.44 and 305.128. I also certify that the above-named individual(s) are either individuals or a position having responsibility for the overall operation of the regulated facility or for the environmental matters of the regulated facility. I further certify that I can provide documentation in proof of such delegation upon request.

SIGNATURE: Ramon Garcia DATE: 02/28/14

PHONE NO.: 956-318-2600

Approved by Commissioners' Court on 2-25-14

PLEASE RETURN COMPLETED FORM TO:
TCEQ / Compliance Monitoring Team **(MC 224)**
Enforcement Division
P.O. Box 13087
Austin, Texas 78711-3087

AI-44116 **WIC 7. E.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC:
Requesting authorization for Norma Longoria and Diana Cardona to attend the 2014 ILCA Annual Conference July 22-26, 2014 in Phoenix, AZ.

BACKGROUND

Attachments: Agenda for the 2014 ILCA Annual Conference
Attachments: Registrations for Norma Longoria & Diana Cardona

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4.1292.441.00.350.001.4.584/583

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

BUDGETARY IMPACT:

Sufficient funds are available.

Attachments

ILCA Agenda 2014
Registration for ILCA 2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/22/2014 01:35 PM
Glinda Pacheco	Glinda Pacheco	04/23/2014 04:57 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Margarita Gonzalez Started On: 04/15/2014 02:38 PM

Final Approval Date: 04/25/2014

International Lactation Consultant Association®

2014 Annual Conference & Meeting



Breastfeeding in the Real World: Meeting the Challenges

July 23-26, 2014

JW Marriott Desert Ridge Resort & Spa | Phoenix, Arizona, USA

Preliminary Program & Registration

Racial/Ethnic Equity in Lactation

This year's ILCA conference addresses important issues of racial and cultural equity in breastfeeding through several presentations and a special interest group. As part of this continuing conversation, ILCA joins with the Lactation Education Accreditation and Approval Review Committee (LEAARC) and the International Board of Lactation Consultant Examiners (IBLCE) to host a special **2014 Lactation Summit** on **Sunday, July 27** following the conclusion of the ILCA Conference. This important summit, ***Addressing Inequities within the Lactation Consultant Profession***, will bring together diverse voices representing racial, geographic, and educational perspectives. Delegates will identify and address structural and institutional barriers within the profession that prevent equitable access worldwide. Educational and clinical instruction needs of aspiring lactation consultants in remote areas of the world will be explored. Delegates will also examine strategies to improve access to the profession by individuals from (or serving) ethnically diverse, low-opportunity, or geographically remote population groups. Conference delegates will receive an email with further information about the Summit. Watch for more news on this exciting meeting!

2014 Clinical Skills Rotation – NEW Format!

Clinical skills are scheduled in one 2-hour block for primary skills and one 2-hour block for advanced skills. The advanced skills are intended for seasoned lactation consultants who need these skills in their clinical practice. Delegates are asked to register for **only one block of skills** to allow sufficient room for others to participate. Conference delegates will spend 25 minutes in each skill room and will rotate among four skills. Time spent with facilitators will be in demonstration and hands-on practice of skills. Any background theory or other information the facilitator wishes to share about the topic will be sent to registered delegates to review prior to the Conference. This allows time in sessions to be spent in practical application of each skill. This is a popular feature of the ILCA conference so register early if you with to participate in the Clinical Skills Rotation!



Important Dates to Remember

May 15
Early Bird registration deadline

June 1
Deadline to cancel Conference registration for a full refund less US$80 processing fee

Deadline to cancel tour(s) for full refund

June 15
Standard registration deadline

June 17
Hotel reservation deadline

June 20
Registrations received after this date processed onsite

July 1
Deadline to cancel Conference registration for 50% refund

July 20-22
ILCA Board of Directors meeting

July 23-26
Breastfeeding in the Real World: Meeting the Challenges

July 27
2014 Lactation Summit: Addressing Inequities within the Lactation Consultant Profession

Exhibit Hall Hours and Events

(subject to change)

Wednesday, July 23 ..... 7:00pm-9:00pm
President's Social and Opening Reception
Silent Auction opens

Thursday, July 24 ..... 9:30am-5:30pm
AM/PM refreshment breaks
Lunch
Late afternoon networking function

Friday, July 25 ..... 8:30am-1:30pm; 3:00pm-4:30pm
AM/PM refreshment breaks
Lunch
Closing Reception/Vendor Thank You
Silent Auction closes

Preliminary Program

Tuesday, July 22

5:00pm-6:00pm Volunteer orientation

6:00pm-8:00pm Registration desk open

Wednesday, July 23

(5 CERPs/5 contact hours)

7:30am-8:30am Continental breakfast

7:30am-4:00pm Registration desk open

8:30am-9:30am Plenary: Reinterpreting Baby Behavior for the Lactating Mother. *Jane Heinig, PhD, IBCLC*

9:30am-10:00am Parade of flags and presidential welcome

10:00am-10:30am Morning break

10:30am-12:30pm Morning workshop sessions

12:30pm-1:30pm Lunch

1:30pm-3:30pm Afternoon workshop sessions

4:00pm-5:00pm Volunteer orientation

6:30pm-9:00pm President's Social and exhibit opening

Wednesday Workshops Selections

Workshop A:
Select one morning workshop

Workshop 1A: Multi-modal Management of the Infant with a Tongue-tie: Tools and techniques in the evaluation process. *Alison K. Hazelbaker, PhD, IBCLC, FILCA; James G. Murphy, MD, FAAP, FABM, IBCLC* **II**

Workshop 2A: Research to Practice: Finding and using research and other evidence with breastfeeding families. *Jane Grassley, PhD, RN, IBCLC; Sara L. Gill, PhD, RN, IBCLC* **II *R-CERP***

Workshop 3A: Racial/Ethnic Disparities: Removing structural obstacles so mothers can succeed. *Ursuline Singleton, MPH, RD* **I-II**

Workshop 4A: The Affordable Health Care Act: What's new with breastfeeding support? *Beverly Ann Curtis, MSN, PNP-BC, IBCLC; Susanne Madden, MBA* **I-II**

Workshop 5A: Spanish Presentations

Paso 10: La historia de una comunidad. *Norma Escobar, IBCLC* **I-II**

Primera hora: mas alla de nacer! *Lizabeth Gonzalez, MD, IBCLC, PhD* **I-II**

Workshop 6A: Primary Clinical Skills Rotation **I-II**

Rotate through four 25-minute sessions *(Limited to first 120 registrants)*

1. Powers of Deduction: A common problem with a twist! *Gini Baker, RN, MPH, IBCLC*
2. Lactation Rounds: Managing low acuity. *Rebecca Mannel, BS, IBCLC, FILCA*

(continued on next page)

Contact Hours

Total 20.5 CERPs and 20.5 Contact Hours

CERPs are L category unless stated otherwise. Levels are indicated to assist with the selection of workshops and concurrent sessions.

I = Beginner, II = Intermediate, III = Advanced

Featured Speakers



Helen Ball, PhD, MA, BSc
Director, Durham University Parent-Infant Sleep Lab
Durham, England



David L. Clark
Nutrition Specialist (Legal), UNICEF Nutrition Section
New York, USA



Pascal Gagneux, PhD
Associate Professor, Cellular and Molecular Medicine, UC San Diego
California, USA



Jane Heinig, PhD, IBCLC
Executive Director, UC Davis Human Lactation Center
California, USA



Miriam Labbok, MD, MPH, IBCLC
Professor and Director, Carolina Global Breastfeeding Institute
North Carolina, USA



Ursuline Singleton, MPH, RD
Public Health Advisor, HHS Office on Women's Health
Washington, DC



Christina Smillie, MD, IBCLC
Medical Director, Breastfeeding Resources
Connecticut, USA



Alison Stuebe, MD, MSc, FACOG
Medical Director, UNC HealthCare Lactation Services
North Carolina, USA



Robin P. Glass, MS, OTR, IBCLC
Occupational Therapist, Seattle Children's Hospital
Washington, USA



Lynn S. Wolf, MOT, OR, IBCLC
Occupational Therapist, Seattle Children's Hospital
Washington, USA

3. Breast Massage and Hand Expression: Russian technique. *Maya Bolman, BA, BSN, IBCLC*

4. Talking It Out: Real-world breastfeeding scenarios. *Cathy Carothers, BLCA, IBCLC, FILCA*

Workshop B:
Select one afternoon workshop

Workshop 1B: Multi-modal Management of the Infant with a Tongue-tie: Pitfalls, complexities and controversies in management. *Alison K. Hazelbaker, PhD, IBCLC, FILCA; James G. Murphy, MD, FAAP, FABM, IBCLC* **III**

Workshop 2B: Research to Practice: Planning, implementing, and evaluating clinical practice projects. *Jane Grassley, PhD, RN, IBCLC; Sara L. Gill, PhD, RN, IBCLC* **III *R-CERP***

Workshop 3B: Racial/Ethnic Disparities: Removing structural obstacles so mothers can succeed. *Ursuline Singleton, MPH, RD* ***(Repeated)*** **I-II**

Workshop 4B: The Baby-friendly Hospital Initiative: Tackling the challenges of implementation in the US. *Trish MacEnroe, BS, CDN, CLC* **I-II**

Workshop 5B: Spanish Presentations

Llegó a La Casa .¿Y Ahora Que? La transición de un bebé prematuro al pecho después de su hospitalización. *Regina Roig-Romero, MPH, IBCLC* **II-III**

La Lactancia Materna en América Latina: Una revisión de las tasas y las prácticas de suplementacion. *Mireya Roman, MS, IBCLC* **I-II**

Workshop 6B: Advanced Clinical Skills Rotation **III**

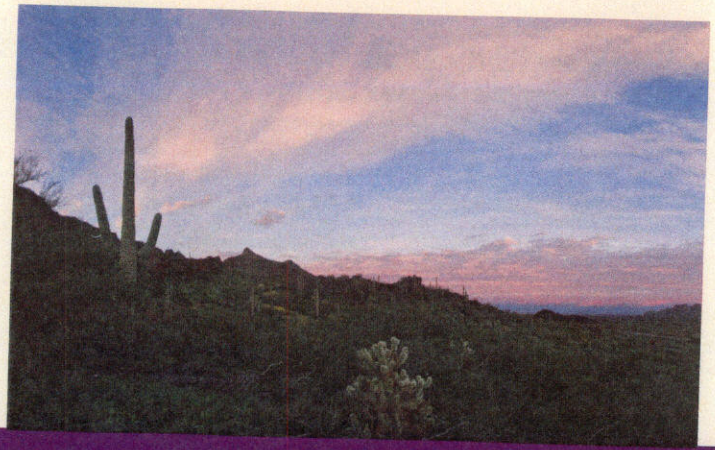
Rotate through four 25-minute sessions *(Limited to first 120 registrants)*

1. Powers of Deduction: Solving a challenging breastfeeding problem. *Marsha Walker, RN, IBCLC*

2. Lactation Rounds: Managing high acuity. *Rebecca Mannel, BS, IBCLC, FILCA*

3. Experiential Sucking: The role of stability and support. *Catherine Watson Genna BS, IBCLC*

4. Complex Nipple Pain Cases: Advanced problem solving. *Nancy Mohrbacher, IBCLC, FILCA*



Thursday, July 24

(5 CERPs/5 contact hours)

6:00am-7:00am	**Walkers and joggers meet**
7:00am-8:00am	**Continental breakfast**
7:00am-5:00pm	**Registration desk open**
8:00am-9:00am	**Plenary: Breastfeeding: What do hands have to do with it?** *Christina Smillie, MD, IBCLC*
9:00am-10:00am	**Plenary: Human Milk: Just another primate milk?** *Pascal Gagneux, PhD*
10:00am-10:30am	**Morning break**
10:30am-11:30am	**USLCA Annual General Meeting**
10:30am-11:30am	**International Meeting**
10:30am-11:30am	**CLCA/ACCL Meeting**
11:30am-11:45am	**Break**
11:45am-12:45pm	**Concurrent Sessions A** *(select one)*

A1: The Newborn and the Microbiome: Establishment of a healthy ecosystem. *Pascal Gagneux, PhD* **II-III**

A2: Experiences of the 2013 WABA Fellow: New friends, new ideas, new norms. *Eileen Shea, BSc, IBCLC* **I-II**

Experiences of the 2014 WABA Fellow: New friends, new ideas, new norms. *Geraldine Cahill, IBCLC, BA* **I-II**

A3: Fostering a Breastfeeding Culture among Teen Parents. *Krista Olson, IBCLC, MCH; Judi Personius, IBCLC, CD, CBE* **I**

A4: The Affordable Care Act: Are we moving toward real workplace breastfeeding support? *Maeve Howett, PhD, CNP-Peds, IBCLC* **I-II**

A5: Research: Everything you want to know but are afraid to ask. *Anne Merewood, PhD, MPH, IBCLC* **I-II *R-CERP***

A6: Racial/Ethnic Disparities: Infant mortality, breastfeeding, and sleep practices. *Kathleen Kendall-Tackett, PhD, IBCLC, FAPA* **I-II**

A7: Got Milk? Identifying and treating delayed Lactogenesis II caused by theca lutein cyst. *Page Peters, RN, BSN, IBCLC; Alyson Welker, MA* **II-III**

A8: Cesarean Birth: Implementing skin-to-skin contact in the operating room. *Jane Grassley, PhD, RN, IBCLC* **I-II**

A9: Infant Vitamin D Deficiency: A global pandemic. *Ellen Lechtenberg, IBCLC, RD, CSP* **I-II**

A10: Mothers Speak Out: Top five traits of a great lactation consultant. *Diana West, BA, IBCLC; Lisa Marasco, MA, IBCLC, FILCA* **I**

12:45pm-2:45pm	**Boxed lunch**
	Special interest groups
	Committee meetings

(continued on next page)

2:45pm-4:45pm **Concurrent Sessions B** *(select one)*

B1: Oral Research Presentations: **II-III**

Analysis of Historical and Social Influences Contributing to Low Breastfeeding Rates among African American Women. *Angela Campbell, RNC, BSN, IBCLC*

Private Arrangement Milk Sharing Practices in the United States. *Angela Bond, MS*

Are All Term Infants the Same? Breastfeeding the early term infant. *Anita Noble, DNSc, CNM, IBCLC*

Outcomes of a 45-hour Breastfeeding Education Course for Healthcare Professionals and Paraprofessionals. *Amanda Watkins, MS, RD, IBCLC*

The Impact of NICU Admission on Breastfeeding in the First Hour of Life. *Lawrence Noble, MD, IBCLC, FABM*

Relationship of Food Items and Breastfeeding with Acculturation and Weight. *Elizabeth Reifsnider, PhD, RN, WHNP-BC, PHCNS-BC, FAAN*

Helping Mothers Defend Their Decision to Breastfeed: An intervention study. *Kandis Natoli, MSN, RNC, IBCLC; Annette Leary, BSN, RN, IBCLC*

The Influence of Quiet Time on Exclusive Breastfeeding Rates at Discharge. *Karen Phillips, RN, EdD, IBCLC, ICCE*

B2: Lactation Support for the Next Generation: Communicating effectively with millennial moms, co-workers and interns. *Jane Heinig, PhD, IBCLC* **I-II *R-CERP***

B3: Breastfeeding Equity in the Urban Core: Mentorship pathways for candidates of color. *Sherry Payne, MSN, RN, CNE, IBCLC* **I-II**

B4: Clinical Photography: Case studies and techniques for private practice. *Desiree Allison, BA, IBCLC, LLLL* **II-III *R-CERP***

B5: The LATCH Pilot: Impact of a text message intervention by WIC breastfeeding peer counselors. *Nurit Harari, MD, MHS; Lori Goeschel, MS, RD, IBCLC; Michele Griswold, MPH, RN, IBCLC; Valerie Bozzi, BS, IBCLC* **I-II**

B6: Donor Milk in the NICU: Challenges and opportunities. *Nancy Wight, MD, IBCLC, FABM, FAAP* **II-III**

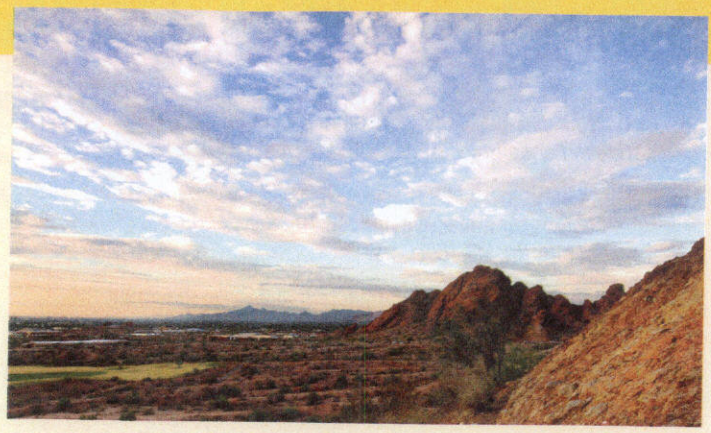
Extremely Low Birthweight (ELBW) Infants: Enhancing early administration of colostrum. *Luisa King, RN, IBCLC; Beth Nolson, RN, IBCLC* **II-III**

B7: Collective Impact of Tele-health: Providing the link between the hospital and medical home. *Tina Babbitt, RN, MSN, IBCLC* **I-II**

Clinical Practice: Conducting effective in-patient consultations in 15-30 minutes. *Genae Strong, PhD, CNM, RNC-OB, IBCLC, RLC, CNE; Joni Rose, MS, RD, LDN, IBCLC, RLC* **I-II**

B8: Lactation Insufficiency among Obese Women: Myths, reality, and underlying factors. *Laurie Nommsen-Rivers, PhD, RD, IBCLC* **I-II**

Maternal Obesity and Breastfeeding: REAL clinical strategies for practice. *Kim Dart, RN, BScN, MSN, IBCLC, PNC(c); Leigh Baetz-Craft, RN, BScN, MN, IBCLC, PNC(c)* **I-II**



B9: When Is Enough Enough? Understanding neonatal nutritional needs. *Jimi Francis, PhD, IBCLC, CCRP* **I-II**

What Should Mom Eat? A primer in maternal nutrition for the practicing lactation professional. *Jimi Francis, PhD, IBCLC, CCRP* **I-II**

B10: Making It Work: Innovative new resources for supporting nursing moms at work. *Cathy Carothers, BLA, IBCLC, FILCA* **I-II**

Campus Support for Breastfeeding Mothers: A university response to the Affordable Care Act. *Shera Jackson, PhD, IBCLC, CPST* **I-II**

4:45pm-5:45pm **Networking and refreshments in Exhibit Hall**

7:00pm-9:00pm **Special interest groups**

Committee meetings

Friday, July 25

(5 CERPs/5 contact hours)

6:00am-7:00am **Walkers and joggers meet**

7:00am-8:00am **Continental breakfast**

Networking tables

Committee meetings

7:00am-4:00pm **Registration desk open**

8:00am-9:00am **Plenary: Creating a Culture of Breastfeeding To Reduce Disparities.** *Ursuline Singleton, MPH, RD*

9:00am-9:30am **ILCA Fellow inductions; IBLCE presentations**

9:30am-10:30am **ILCA Annual General Meeting**

10:30am-11:00am **Morning break**

11:00am-12:00pm **Concurrent Sessions A** *(select one)*

A1: Why Does It Hurt? A differential diagnosis for breastfeeding-associated pain. *Alison Stuebe, MD, MSc, FACOG* **I-II**

A2: Clinical and Non-clinical Breastfeeding Interventions: What we do and do not know. *Miriam Labbok, MD, MPH, IBCLC* **I-II**

A3: Sustaining Breastfeeding in Incarcerated Women: A case study. *Tina Lavy, IBCLC* **I-II**

A4: Unplugged: Therapeutic breast massage and hand expression for engorgement and plugged ducts. *Maya Bolman, BA, BSN, IBCLC* **I-II**

(continued on next page)

A5: Birth Trauma: Causes and consequences of birth-related PTSD. *Kathleen Kendall-Tackett, PhD, IBCLC, FAPA* **II-III**

A6: Community Breastfeeding Support: Engaging community relationships for collective impact. *Tina Cardarelli, BS, IBCLC; Tina Babbitt, RN, MS, IBCLC* **I-II**

A7: Nutritional Intelligence: Its impact on maternal and infant health. *Robin Frees, BA, CHt, IBCLC* **I-II *R-CERP***

A8: Practice Ethics: Can we have a conversation about milk sharing? *Barbara Wilson-Clay, BSEd, IBCLC, FILCA* **I-II *E-CERP***

A9: The Future Is Here: Epigenetics, stem cells and breastfeeding. *Lawrence Noble, MD, IBCLC, FABM* **II-III**

A10: Adoption, Surrogacy, and Foster Care: Breastfeeding without birthing. *Alyssa Schnell, MS, IBCLC* **I-II**

12:00pm-1:30pm **Lunch**

Networking tables

Research poster presentations (1 L-CERP)

1:30pm-3:30pm **Concurrent Sessions B** *(select one)*

B1: Into the Mouths of Babes: An exploration of infant oral skills. *Robin P. Glass, MS, OTR, IBCLC; Lynn S. Wolf, MOT, OR, IBCLC* **II-III**

B2: Understanding Code Compliance: How it applies to the IBCLC. *David L. Clark, Nutrition Specialist (Legal)* **I-II *E-CERP***

B3: Posterior Tongue Tie: Confusion, confounders, concerns and controversy – HELP! *Christina Smillie, MD, IBCLC; Catherine Watson Genna, BS, IBCLC* **III**

B4: Gender Guidelines: What does breastfeeding support have to do with gender? *Johanna Bergerman, BSHEc, BA (Hons), IBCLC* **I-II *R-CERP***

B5: Media Moxie: Skills for print, panels and film. *Jan Ellen Brown, BS, IBCLC* **I-III *R-CERP***

B6: Breastfeeding Duration and Maternal Sleep Expectations: Comparison of full and partial rooming in. *Elissa Sherby, RN, MSN, IBCLC; Orit Vinograd, RN, MPH, CNM* **I-II**

Perceived Milk Insufficiency: A systematic review and synthesis of the literature. *Regina Roig-Romero, MPH, IBCLC* **I-II**

B7: Talking to Mothers about Alternative Therapies: Learning real practices of mothers. *Lisa Marasco, MA, IBCLC, FILCA* **I-II**

Herbal Galactagogues: A review of the evidence. *Zoe Gardner, PhD(c)* **I-II**

B8: Supporting Parents in Understanding Normal Infant Sleep. *Helen Ball, PhD, MA, BSc* **I-II**

Educational Interventions in Safe Infant Sleep. *Helen Ball, PhD, MA, BSc* **I-II**

B9: Prenatal Breastfeeding Education: Stepping up to Step 3. *Kathy Parry, MPH, IBCLC, LMBT* **I-II**

Knowledge and Attitudes in Pediatric Interns: Improvements through a breastfeeding curriculum. *Shirley Hamill, MSN, IBCLC, LCCE* **I-II**

B10: Improving Breastfeeding Rates of African American Wome Engaging the faith community. *Monique Sims-Harper, DrPH RD, IBCLC* **I-II**

African American Women's Perceptions: Breastfeeding ove years. *Natasha Sriraman, MD, MPH, FAAP, IBCLC* **I-II**

3:30pm-4:30pm **Closing Reception/Vendor Thank You**

Saturday, July 26

(5.5 CERPs/5.5 contact hours)

6:00am-7:00am **Walkers and joggers meet**

7:00am-8:00am **Continental breakfast**

Networking tables

Committee meetings

7:00am-4:00pm **Registration desk open**

8:00am-9:00am **Plenary: SIDS, Breastfeeding and Bed Shar What do we know and not know?** *Helen Ball MA, BSc*

9:00am-9:30am **President's address.** *Alisa Sanders, RN, IBCLC RLC, CCE*

9:30am-10:00am **Morning break**

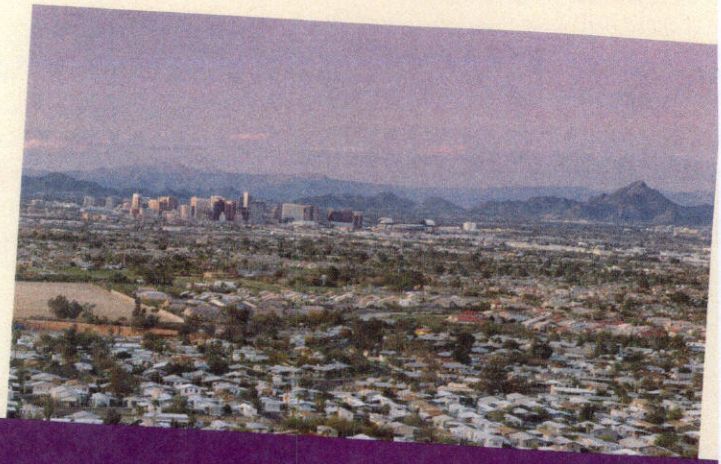
10:00am-11:15am **Plenary: What Matters Most? Prioritizing lactation interventions to optimize outcom** *Robin P. Glass, MS, OTR, IBCLC; Lynn S. Wolf, MOT OR, IBCLC*

11:15am-12:30pm **Plenary: Obesity, Maternal Metabolic Disease and Early Weaning: Which came first and what can we do about it?** *Alison Stuebe, MD, MSc, FAC*

12:30pm-1:45pm **Luncheon**

1:45pm-2:45pm **Plenary: The Global Strategy on Infant and Young Child Feeding.** *David L. Clark, Nutrition Specialist (Legal)*

2:45pm-3:45pm **Plenary: Constraints and Realities in Breastfeeding Protection, Promotion and Support: Beyond health and free choice.** *Miriam Labbok, MD, MPH, IBCLC*



2014 ILCA Annual Conference & Meeting Registration Form

July 23-26, 2014 | JW Marriott Desert Ridge Resort & Spa | Phoenix, Arizona, USA

Registrations must be postmarked or faxed by midnight, Eastern Standard Time (United States) in order to receive the Early Bird and Standard registration rates.

Please print clearly and keep a copy of the completed form for your records. This information will be used for your name badge, Conference mailings, and the delegate list. Registrations received after June 20, 2014 will be processed onsite in Phoenix.

Name (as it will appear on the name badge): Last Longoria First Norma

Credentials (limit to 3) MS,LD ILCA Membership # 151906

Organization (for name badge) Hidalgo County WIC Program LA#12 Twitter Name

Mailing Address 3105 W. University

City Edinburg State/Province Texas Zip/ Postal Code 78539

Country USA Primary Telephone (956)381-4646 Fax (956)380-4056

Email norma.longoria@wic.co.hidalgo.tx.us

Conference Registration Fees

July 23-26: Full Conference

	EARLY BIRD By May 15	STANDARD By June 15	LATE After June 15
ILCA Member	☒ US$695	❑ US$820	❑ US$995
Non-Member	❑ US$886	❑ US$1011	❑ US$1186

Daily Rate *(check the days you will attend):*
❑ Wednesday ❑ Thursday ❑ Friday ❑ Saturday

	EARLY BIRD By May 15	STANDARD By June 15	LATE After June 15
ILCA Member	❑ US$175	❑ US$205	❑ US$250
Non-Member	❑ US$250	❑ US$295	❑ US$360

Optional Selections:

Heard Museum Group Tour
❑ Adults: ..... US$35 ❑ Children (6-12): ..... US$18
❑ Seniors (65 and older): ..... US$25 ❑ Children (5 and younger): ..... Free

Stellar Adventures Hummer Tour
❑ Adults: ..... US$145 ❑ Children (10 and under): ..... US$100

Stellar Adventures Hummer and Wine Tour (Adults only) ..... ❑ US$195

Sunday Exam Strategies Workshop ..... ❑ US$25 ILCA Member ❑ US$50 Non-Member

Workshop Concurrent Sessions Selection

Wednesday, July 23, Workshops (10:30am-12:30pm and 1:30pm-3:30pm)
*Select **one** workshop each for the morning and afternoon:*

Wednesday Morning Workshop Selections:
Workshop A: ❑ WA1 ❑ WA2 ❑ WA3 ❑ WA4 ❑ WA5 ❑ WA6

Wednesday Afternoon Workshop Selections:
Workshop B: ❑ WB1 ❑ WB2 ❑ WB3 ❑ WB4 ❑ WB5 ❑ WB6

Thursday, July 24, Concurrent Sessions
*Select **one** session in each concurrent group:*

Concurrent A (11:30am-12:30pm):
❑ A1 ❑ A2 ❑ A3 ❑ A4 ❑ A5 ❑ A6 ❑ A7 ❑ A8 ❑ A9 ❑ A10

Concurrent B (2:30pm-4:30pm):
❑ B1 ❑ B2 ❑ B3 ❑ B4 ❑ B5 ❑ B6 ❑ B7 ❑ B8 ❑ B9 ❑ B10

Friday, July 25, Concurrent Sessions
*Select **one** session in each concurrent group:*

Concurrent A (11:00am-12:00pm):
❑ A1 ❑ A2 ❑ A3 ❑ A4 ❑ A5 ❑ A6 ❑ A7 ❑ A8 ❑ A9 ❑ A10

Concurrent B (1:30pm-3:30pm):
❑ B1 ❑ B2 ❑ B3 ❑ B4 ❑ B5 ❑ B6 ❑ B7 ❑ B8 ❑ B9 ❑ B10

Payment Information

Full Conference Registration ____ US$695.00

Daily Rate Registration ____ days at US$ ____ US$ ____

Optional Selections Total ____ US$ ____

Total Fee Enclosed ____ US$695.00

Please Indicate Your Payment Method:

❑ Check ❑ Visa ❑ MasterCard ❑ Discover

Credit Card # ____ Expiration Date ____

Signature ____ CVV ____

Checks must be drawn on a US bank account and made payable to ILCA. Purchase orders are not accepted. No registrations will be processed by telephone. Registrations without full payment will not be processed.

Media Disclaimer: ILCA will photograph conference events. By registering for the conference, you grant ILCA permission to record, photograph, use and distribute (both now and in the future) your image, name and voice in all forms and all media pertaining to this conference.

Register online at: www.regonline.com/2014ilca

Or mail this form with payment to:

ILCA Conference Registrar, 2501 Aerial Center Parkway, Suite 103, Morrisville, NC, 27560

Registration paid via credit card may be faxed to:

US Fax: +1 919 459 2075

Other Information *Please check all that apply:*

❑ I would like to volunteer at the Conference.
❑ I am an ILCA member.
❑ This is my first ILCA Conference.
❑ Do not include my name on the Conference Attendee List.
❑ Do not include my contact information on the Exhibitor List for a one-time pre and post mailing.
❑ I require special Conference luncheon meals
  ❑ Vegetarian
  ❑ Gluten-free
  ❑ Kosher
  ❑ Religious observance (fasting)
❑ I have a physical challenge for which I will need assistance during the conference. Please contact me.

What is your work setting?

❑ Community/public health
❑ Education
❑ Hospital postpartum/delivery
❑ Hospital NICU
❑ Physician's office
❑ Private practice
❑ Retail sales
❑ Other
❑ Not employed

Indicate any licensure you have:
❑ Nurse ❑ Dietitian
❑ Physician ❑ Other
❑ Midwife

2014 ILCA Annual Conference & Meeting Registration Form

July 23-26, 2014 | JW Marriott Desert Ridge Resort & Spa | Phoenix, Arizona, USA

Registrations must be postmarked or faxed by midnight, Eastern Standard Time (United States) in order to receive the Early Bird and Standard registration rates.

Please print clearly and keep a copy of the completed form for your records. This information will be used for your name badge, Conference mailings, and the delegate list. Registrations received after June 20, 2014 will be processed onsite in Phoenix.

Name (as it will appear on the name badge): Last Cardona First Diana

Credentials (limit to 3) IBCLC ILCA Membership # 151905

Organization (for name badge) Hidalgo Co. WIC Program Twitter Name

Mailing Address 3105 W. University

City Edinburg State/Province Texas Zip/ Postal Code 78539

Country USA Primary Telephone (956)381-4646 Fax (956)380-4056

Email diana.cardona@wic.co.hidalgo.tx.us

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July 23-26: Full Conference

	EARLY BIRD By May 15	STANDARD By June 15	LATE After June 15
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☐ B1 ☐ B2 ☐ B3 ☐ B4 ☐ B5 ☐ B6 ☐ B7 ☐ B8 ☐ B9 ☐ B10

Friday, July 25, Concurrent Sessions
*Select **one** session in each concurrent group:*

Concurrent A (11:00am-12:00pm):
☐ A1 ☐ A2 ☐ A3 ☐ A4 ☐ A5 ☐ A6 ☐ A7 ☐ A8 ☐ A9 ☐ A10

Concurrent B (1:30pm-3:30pm):
☐ B1 ☐ B2 ☐ B3 ☐ B4 ☐ B5 ☐ B6 ☐ B7 ☐ B8 ☐ B9 ☐ B10

Payment Information

Full Conference Registration ____ US$ 695.00

Daily Rate Registration ____ days at US$ ____ US$ ____

Optional Selections Total ____ US$ ____

Total Fee Enclosed ____ **US$** 695.00

Please Indicate Your Payment Method:

☐ Check ☐ Visa ☐ MasterCard ☐ Discover

Credit Card # ____ Expiration Date ____

Signature ____ CVV ____

Checks must be drawn on a US bank account and made payable to ILCA. Purchase orders are not accepted. No registrations will be processed by telephone. Registrations without full payment will not be processed.

Media Disclaimer: ILCA will photograph conference events. By registering for the conference, you grant ILCA permission to record, photograph, use and distribute (both now and in the future) your image, name and voice in all forms and all media pertaining to this conference.

Register online at: www.regonline.com/2014ilca

Or mail this form with payment to:

ILCA Conference Registrar, 2501 Aerial Center Parkway, Suite 103, Morrisville, NC, 27560

Registration paid via credit card may be faxed to:

US Fax: +1 919 459 2075

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- ☐ I am an ILCA member.
- ☐ This is my first ILCA Conference.
- ☐ Do not include my name on the Conference Attendee List.
- ☐ Do not include my contact information on the Exhibitor List for a one-time pre and post mailing.
- ☐ I require special Conference luncheon meals
  - ☐ Vegetarian
  - ☐ Gluten-free
  - ☐ Kosher
  - ☐ Religious observance (fasting)
- ☐ I have a physical challenge for which I will need assistance during the conference. Please contact me.

What is your work setting?

- ☐ Community/public health
- ☐ Education
- ☐ Hospital postpartum/delivery
- ☐ Hospital NICU
- ☐ Physician's office
- ☐ Private practice
- ☐ Retail sales
- ☐ Other
- ☐ Not employed

Indicate any licensure you have:
☐ Nurse ☐ Dietitian
☐ Physician ☐ Other
☐ Midwife

AI-44241 **Constables 8. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1257):
Approval of appropriation of the 2014 Equitable Sharing funds for the Constable Precinct 3 Department in the total amount of $8,226.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1257-421-00-293-016-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $8,226.00
Funding available as of 4-24-14 (fund 1257)

Attachments

Equitable Sharing Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 02:16 PM
Manuel Chapa	Manuel Chapa	04/24/2014 04:27 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Raquel Ramos Started On: 04/24/2014 11:28 AM

Final Approval Date: 04/25/2014

DATE: April 28, 2014

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 4-1257-421-00-293-016-0-XXX

Contact Person: Raquel Ramos **Ph#** 956-205-7031

2014
TRANSFER

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
4-1257-421-00-293-016-0-583	Const. Pct. 3 Equitable Sharing Travel Out of County	$ 1,200.00
4-1257-421-00-293-016-0-584	Const. Pct. 3 Equitable Sharing Registration Fees	$ 1,000.00
4-1257-421-00-293-016-0-611	Const. Pct. 3 Equitable Sharing Police Supplies	$ 1,026.00
4-1257-421-00-293-016-0-664	Const. Pct. 3 Equitable Sharing Other Minor Equipment	$ 3,000.00
4-1257-421-00-293-016-0-665	Const. Pct. 3 Equitable Sharing Minor Comp. Equipment	$ 2,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 8,226.00

REASON: To appropriate remaining balances from 2013.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44243 **Constables 8. B.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1230):
Approval of the appropriation of 2014 Investigative Funds for the Constable Pct.3 Department in the total amount of $4,033.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1230-421-00-293-010-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $4,033.00
Funding available as of 4-24-14 (fund 1230)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 02:20 PM
Manuel Chapa	Manuel Chapa	04/24/2014 04:37 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Raquel Ramos Started On: 04/24/2014 11:32 AM

Final Approval Date: 04/25/2014

DATE: April 28, 2014

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 4-1230-421-00-293-010-0-XXX

Contact Person: Raquel Ramos **Ph#** 956-205-7031

2014
TRANSFER

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
4-1230-421-00-293-010-0-583	Const. Pct. Investigative HB65 Travel Out of County	$ 1,000.00
4-1230-421-00-293-010-0-584	Const. Pct. Investigative HB65 Registration fees	$ 500.00
4-1230-421-00-293-010-0-611	Const. Pct. Investigative HB65 Police Supplies	$ 933.00
4-1230-421-00-293-010-0-664	Const. Pct. Investigative HB65 Other Minor Equipment	$ 800.00
4-1230-421-00-293-010-0-665	Const. Pct. Investigative HB65 Minor Comp. Equipment	$ 800.00
TOTAL BUDGET INCREASE (DECREASE)		$ 4,033.00

REASON: To appropriate rollover balances from 2013.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44244 **Constables 8. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1220):
1. Approval of certification of revenues as certified by the County Auditor for the 2014 LEOSE funds for Constable Pct. # 3

2. Approval of the appropriation of the 2014 LEOSE funds for the Constable Pct. 3 Department in the total amount of $1,679.61.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1220-421-00-293-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $1,679.61

Revenue account: 4-1220-335-00-293-000-0-000 LEOSE FUND-CONST PCT3 REVENUE

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 02:05 PM
Manuel Chapa	Manuel Chapa	04/25/2014 04:11 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Raquel Ramos Started On: 04/24/2014 11:59 AM

Final Approval Date: 04/25/2014

DATE: April 28, 2014

2014
TRANSFER

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 4-1220-421-00-293-002-0-XXX

Contact Person: Raquel Ramos **Ph#** 956-205-7031

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
4-1220-421-00-293-002-0-583	Const. Pct. 3 LEOSE-Travel Out of County	$ 1,000.00
4-1220-421-00-293-002-0-584	Const. Pct. 3 LEOSE-Registration Fees	$ 679.61
4-1220-335-00-293-000-0-000	LEOSE FUND-CONST PCT3 REVENUE	$ 1,679.61
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,679.61

REASON: To appropriate LEOSE Funds received from the Comptroller of Public Accounts for Deputy Constable Educational Training purposes.

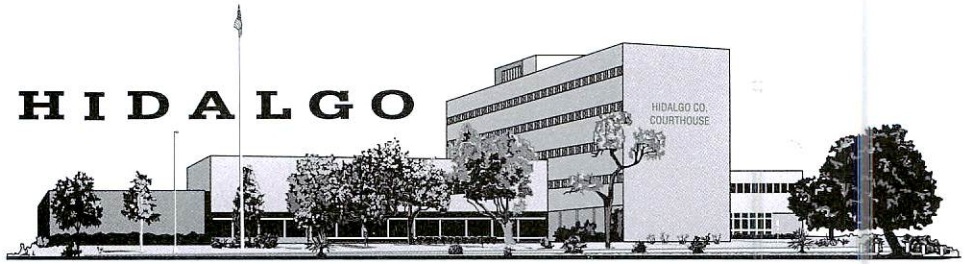
DEPARTMENT HEAD SIGNATURE

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

April 25, 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 3 in the amount of $1,679.61. 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

4/28/14
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-44191 **County Court at Laws 9. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Judge Rolando Cantu Submitted By: Carlos Perez, COUNTY COURT #8

Department: COUNTY COURT #8

Information

CAPTION

County Court #8:
Approval of the following requisitions for expenses in accordance with Exiting Officials Expenditure Policy

Req. #	Vendor	Amount	Item	Purpose of expense
255282	Rolando Cantu	686.86	meals/mileage	Criminal Justice Seminar in Rockwall, Tx 5/14-5/16, 2014
255286	Hilton/Dallas Rockwall	277.98	lodging	Criminal Justice Seminar in Rockwall, Tx 5/14-5/16, 2014
254106	AL3 Enterprises	4,709.40	audio system	Audio Equipment for Courtroom

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-028-001-0-583

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

BUDGETARY IMPACT:

Funds available through REQ#00255282

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-028-001-0-583

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

BUDGETARY IMPACT:

Funds available through REQ# 00255286

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-028-001-0-679/619/432

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

BUDGETARY IMPACT:

Funds available through REQ# 00254106

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/22/2014 01:35 PM
Glinda Pacheco	Glinda Pacheco	04/23/2014 04:32 PM

Auditor's Office Monica Badillo 04/25/2014 05:30 PM

Form Started By: Carlos Perez Started On: 04/17/2014 02:09 PM

Final Approval Date: 04/25/2014

AI - 44191
CC CONSENT
Submitted for : Judge Rolando Cantu
Submitted by: Carlos Perez
Department : County Court At Law # 8

Requisition No.	Vendor	Amount	Item	Comments
255282	Rolando Cantu	$686.86	Meals and Mileage	For Criminal Justice Seminar in Rockwall Tx, from 5.14.14 – 5.16.14
255286	Hilton/ Dallas Rockwall	$277.98	Lodging	For Criminal Justice Seminar in Rockwall Tx, from 5.14.14 -5.16.14
254106	AL3 Enterprises	$4709.40	Audio System	For Audio Equipment for Court Room

AI-44097 **Human Resources 10. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Prct# 2 - Parks **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #2 - Parks (1100):

1. Approval to create the following part time temporary-positions not to exceed 10 weeks:

Action	*Dept/ Program*	*Position Title*	*Slot #*	*Budgeted Salary/ Hourly Rate*
Create	122-008	Lifeguard	T037	$10.50
Create	122-008	Lifeguard	T038	$10.50
Create	122-008	Lifeguard	T039	$10.50
Create	122-008	Lifeguard	T040	$10.50
Create	122-008	Attendant	T041	$9.50
Create	122-008	Attendant	T042	$9.50

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Temporary employees will work for approximately ten (10) weeks [36 hours per week] for the summer starting on enrollment date of June 02, 2014 thru August 04, 2014.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-452-00-122-008-0-890

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT - WITHIN DEPT BUDGET.

Attachments

FISCAL NOTE
REVISED SALARY SCHEDULE
PAR FORMS & JOB DESCRIPTIONS
TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/14/2014 04:50 PM
Obdett Calzada	Obdett Calzada	04/24/2014 09:25 AM
Rosalinda Cantu	Rosie Cantu	04/25/2014 11:20 AM

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 29, 2014 **Agenda Item:** 44097

Summary of request/proposal:

Parks Pct. 2 (1100):

1. Approval to create four (4) temporary part-time Lifeguard positions, slot no.'s T037, T038, T039 & T040, budgeted hourly rate $10.50.
2. Approval to create two (2) temporary part-time Attendant positions, slot no.'s T041 & T042, budgeted hourly rate $9.50.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	LIFEGUARD	T037	122	0.00	3,780.00	3,780.00
1100	LIFEGUARD	T038	122	0.00	3,780.00	3,780.00
1100	LIFEGUARD	T039	122	0.00	3,780.00	3,780.00
1100	LIFEGUARD	T040	122	0.00	3,780.00	3,780.00
1100	ATTENDANT	T041	122	0.00	3,420.00	3,420.00
1100	ATTENDANT	T042	122	0.00	3,420.00	3,420.00
		TOTAL		**0.00**	**21,960.00**	**21,960.00**

ACTUAL

Salaries calculated as follows:

10.50 X 36HRS = 378.00 X 4 EMPLOYEES X 10 WEEKS = $15,120.00

9.50 X 36HRS = 342.00 X 2 EMPLOYEES X 10 WEEKS = $6,840.00

$21,960.00 ACTUAL EXPENDITURE

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-452-00-122-008-0-	122	PARKS PCT. 2 -	TEMP P/T EMPLOYEES	$21,960.00
4-1100-452-00-122-008-0-	211	PARKS PCT. 2 -	HEALTH INSURANCE	$0.00
4-1100-452-00-122-008-0-	212	PARKS PCT. 2 -	LIFE INSURANCE	$0.00
4-1100-452-00-122-008-0-	220	PARKS PCT. 2 -	FICA	$1,679.94
4-1100-452-00-122-008-0-	230	PARKS PCT. 2 -	RETIREMENT	$0.00
4-1100-452-00-122-008-0-	250	PARKS PCT. 2 -	UNEMPLOYMENT COMP	$125.17
4-1100-452-00-122-008-0-	260	PARKS PCT. 2 -	WORKER'S COMP	$641.23
			2014 Budgetary Impact	**$24,406.34**

2015 Budgetary Impact: **N/A**

Possible Funding Sources: Withing Dept Budget- Pending approval of intradepartmental transfer. Amounts based on 36 hours a week for 10 weeks.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-452-00-122-008-0

AI - 44097

PARKS PCT 2

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	
0003	113	MAINTENANCE III	$28,247.00	$0.00	$28,247.00	0	$0.00	$0.00	$28,247.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	MAINTENANCE I	$26,841.00	$0.00	$26,841.00	0	$0.00	$0.00	$26,841.00	$22,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,820.00
0005	113	MAINTENANCE I	$26,630.00	$0.00	$26,630.00	0	$0.00	$0.00	$26,630.00	$26,206.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,686.00
0006	113	MAINTENANCE I	$25,654.00	$0.00	$25,654.00	0	$0.00	$0.00	$25,654.00	$22,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,880.00
0007	113	MAINTENANCE I	$23,015.00	$0.00	$23,015.00	0	$0.00	$0.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	MAINTENANCE I	$23,015.00	$0.00	$23,015.00	0	$0.00	$0.00	$23,015.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,514.00
0009	113	MAINTENANCE I	$23,015.00	$0.00	$23,015.00	0	$0.00	$0.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	MAINTENANCE I	$22,954.00	$0.00	$22,954.00	0	$0.00	$0.00	$22,954.00	$21,374.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,374.00
0011	113	MAINTENANCE I	$22,954.00	$0.00	$22,954.00	0	$0.00	$0.00	$22,954.00	$20,460.00	$300.00	$0.00	$0.00	$0.00	$0.00	$20,760.00
0024	113	MAINTENANCE I	$22,413.00	$0.00	$22,413.00	0	$0.00	$0.00	$22,413.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	MAINTENANCE I	$22,413.00	$0.00	$22,413.00	0	$0.00	$0.00	$22,413.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	PARKS DIRECTOR	$53,426.00	$0.00	$53,426.00	0	$0.00	$0.00	$53,426.00	$53,426.00	$420.00	$0.00	$0.00	$0.00	$0.00	$53,846.00
0033	113	CREW LEADER I	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$31,782.00
0034	113	CREW LEADER I	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0036	113	MAINTENANCE CUSTODIAN	$22,297.00	$0.00	$22,297.00	0	$0.00	$0.00	$22,297.00	$22,297.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,297.00
		CREATE THE FOLLOWING TEMPORARY PART-TIME POSITIONS.														
T037	**122**	**LIFEGUARD**	**$0.00**	**$3,780.00**	**$3,780.00**	**0**	**$0.00**	**$0.00**	**$3,780.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T038	**122**	**LIFEGUARD**	**$0.00**	**$3,780.00**	**$3,780.00**	**0**	**$0.00**	**$0.00**	**$3,780.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T039	**122**	**LIFEGUARD**	**$0.00**	**$3,780.00**	**$3,780.00**	**0**	**$0.00**	**$0.00**	**$3,780.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T040	**122**	**LIFEGUARD**	**$0.00**	**$3,780.00**	**$3,780.00**	**0**	**$0.00**	**$0.00**	**$3,780.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T041	**122**	**ATTENDANT**	**$0.00**	**$3,420.00**	**$3,420.00**	**0**	**$0.00**	**$0.00**	**$3,420.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T042	**122**	**ATTENDANT**	**$0.00**	**$3,420.00**	**$3,420.00**	**0**	**$0.00**	**$0.00**	**$3,420.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$403,558.00	$21,960.00	$425,518.00		$0.00	$0.00	$425,518.00	$270,661.00	$2,640.00	$0.00	$0.00	$0.00	$0.00	$273,301.00

Approval to create the six (6) temporary part-time positions highlighted above: (Not to exceed 10 weeks)
All personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 14 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Pct. #2 Parks/ 122 – 008

DATE: 04/10/14

CURRENT POSITION TITLE:

CURRENT SLOT. #: ~~T0001-T0004~~ T037 – T040

REQUESTED POSITION TITLE: Lifeguard (4) Positions
(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: $3,780 x 4

Salary Amount: $ 0 (Current Budgeted Salary) $ ~~10.50hr x 360hrs x 4~~ (Proposed Budgeted Salary) $ 15,120.00 (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
10.50 * 360 hrs * 4 positions = $15,120.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

06/02/2014	08/04/2014	Tuesday - Sunday 1-7pm	36	10 weeks
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)

Certified Lifeguards are required at Las Milpas Park/Pool to ensure and maintain public safety of our recreational facility

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

See attached 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	DATE 4/16/2014	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 04.14.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 04-16-14	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 14 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Pct. #2 Parks/ 122 ~~-008~~ **DATE:** 04/10/14

CURRENT POSITION TITLE: **CURRENT SLOT. #:** ~~T0005-T0006~~ T041 – T042

REQUESTED POSITION TITLE: Attendant (2) Positions
(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: $3,420 x 2

Salary Amount: $ 0 (Current Budgeted Salary) $ ~~9.50hr x 360 hrs x 2~~ (Proposed Budgeted Salary) $ 6,840.00 (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
$ 9.50 * 360 hrs * 2 positions = 6,840.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

06/02/2014	08/04/2014	Tuesday - Sunday 1-7pm	36	10 weeks
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)

Attendant is needed to account for all daily attendance receipts, preparing required reports, and making daily bank deposits.

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

See attached 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	4/10/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	04.14.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	04-16-14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCTS

LIFEGUARD

GENERAL DESCRIPTION

This is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility.The lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

EXAMPLES OF WORK PERFORMED

Maintains daily activity log sheets including daily attendance logs

Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets

May be required to attend training meetings from time to time and work extra work hours as deemed necessary

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Education and/or Experience

Graduation from high school or equivalent (GED)

Red Cross or other appropriate certication as a Lifeguard

Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility

Certificates, Licenses, Registration

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

Must possess a valid Red Cross or other appropriate agency certification as a Lifeguard

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

OTHER SKILLS AND ABILITIES

Ability to use pool cleaning equipment

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

Knowledge of operational equipment associated with a public recration facility

May be required to utilize personal automobile on office related business

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

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 talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, 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 twenty five (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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

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 PRECINCTS

ATTENDANT

GENERAL DESCRIPTION

Performs light clerical duties, responsible for daily attendance figures and receipts, maintains daily log of activities. This is a temporary position.

EXAMPLES OF WORK PERFORMED

Maintains daily activity log sheets including daily attendance logs

Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets

May be required to attend training meetings from time to time and work extra work hours as deemed necessary

May maintain an inventory of supplies and equipment and shall infor Parks foreman/Director of inventory status to enable Foreman/Director to order replacements as needed to insure adequate stock

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Education and/or Experience

Graduation from high school or equivalent (GED)

Should have experience in a public recreation facility setting including log-keeping and daily attendance receipt tabulations

Certificates, Licenses, Registration

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

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

OTHER SKILLS AND ABILITIES

Ability to use office equipment, such as copier and calculator

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

Knowledge of personal computer and software

May be required to utilize personal automobile on office related business

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

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. Reasonable accommodatons may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to talk or hear. The employee 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 twenty five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus

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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

DATE: April 24, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Comm. Precinct No. 2

ACCOUNT NUMBER: 4-1100-452-00-122-008-0-XXX PARKS

2014
Transfer

AI- 44097

Contact Person: Obdett Calzada **Ph#:** (956) 292-7025 Ext. 5419

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	122	TEMP P/T EMPLOYEES	21,960.00
890	OTHER	220	FICA	1,679.94
890	OTHER	250	UNEMPLOYMENT COMP	125.17
890	OTHER	260	WORKER'S COMP	641.23
			TOTAL	$ 24,406.34

REASON:
TO FUND SIX (6) TEMPORARY PART TIME POSITIONS NOT TO EXCEED TEN (10) WEEKS EFFECTIVE 06/02/2014 THROUGH 08/04/2014.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44140 **Sheriff's Office 11. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Local Government Code and Sec. 262.024 (9)c:
One (1) 2008 Chevy Tahoe, Four (4) 2009 Ford Crown Victoria and Seven (7) 2010 Ford Crown Victoria police interceptor model vehicles for the total amount of $67,400.00 thru requisition 254659.

2. Authorization for Purchasing Department to issue a purchase order and County Treasurer's to issue a check made payable to Texas Facilities Commission Department of Public Safety after County Auditor's review

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1228-421-00-280-006-0-741

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

BUDGETARY IMPACT:

Attachments

Texas Facility Commission

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:20 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Tanya Delira Started On: 04/16/2014 10:52 AM

Final Approval Date: 04/25/2014

A-I
44140

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00254659
PO #
Date: 04/01/14

Bill To: x
x

Vendor : 422797
TEXAS FACILITIES COMMISSION
1711 SAN JACINTO BLVD
AUSTIN TX 78701
FAX (512)236-6177

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TO BE USED AS PART OF SHERIFF'S OFFICE FLEET DO NOT DUPLICATE ORDER		
1.00	EACH	UNIT# C080479, 2008 CHEVY TAHOE, VIN#1GNEC03088R227265	8,500.00	8,500.00
1.00	EACH	UNIT#F092748, 2009, FORD CROWN VICTORIA, VIN#2FAHP71V39X148181	4,500.00	4,500.00
1.00	EACH	UNIT#F092202, 2009 FORD CROWN VICTORIA, VIN#2FAHP71V29X141142	5,300.00	5,300.00
1.00	EACH	UNIT#F092105, 2009, FORD CROWN VICTORIA, VIN#2FAHP71V99X141154	5,300.00	5,300.00
1.00	EACH	UNIT#F092811, 2009, FORD CROWN VICTORIA, VIN#2FAHP71V99X148248	5,300.00	5,300.00
1.00	EACH	UNIT#F103960, 2010, FORD CROWN VICTORIA, VIN#2FABP7BV1AX137950	5,500.00	5,500.00
1.00	EACH	UNIT#F107582, 2010 FORD CROWN VICTORIA, VIN#2FABP7BV8AX133295	5,500.00	5,500.00
1.00	EACH	UNIT#F107612, 2010 FORD CROWN VICTORIA, VIN#2FABP7BV4AAX133259	5,500.00	5,500.00
1.00	EACH	UNIT#F102828, 2010 FORD CROWN VICTORIA, VIN#2FABP7BV7AX103754	5,500.00	5,500.00
1.00	EACH	UNIT#F103895, 2010 FORD CROWN VICTORIA, VIN#2FABP7BV6AX136597	5,500.00	5,500.00
1.00	EACH	UNIT#F103540, 2010 FORD CROWN VICTORIA, VIN#2FABP7BV3AX142180	5,500.00	5,500.00
1.00	EACH	UNIT#F107579, 2010 FORD CROWN VICTORIA, VIN# 2FABP7BVXAX133329	5,500.00	5,500.00
		Account No	Encumbrance	
		4-1228-421-00-280-006-0-741	67,400.00	
			Freight	.00
		VEHICLES BEING BOUGHT THROUGH THE STATE OF TEXAS SURPLUS PROPERTY PROGRAM UNDER 2175.001 OF THE TEXAS GOVERNMENT CODE.	Total	67,400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Texas Facilities Commission
Attn: Accounts Receivable
P.O. Box 13047
Austin, TX 78711-3047

Req 2546059

Phone: 512-463-1990
Fax: 512-236-6173

TEXAS FACILITIES COMMISSION
STATE SURPLUS PROPERTY PROGRAM
STATE VEHICLES

BUYER: Hidalgo County
ATTN: Richard Ozuna
EMAIL: richard.ozuna@hidalgoso.org

Quote No: 127
Date: March 11, 2014

TFC #	Unit #	YEAR	Make/Model	VIN #	Notes	Mileage	Qty	Total
A365540508	C080479	2008	Chevy Tahoe	1GNEC03088R227265	Check engine light on, door locks inoperable, overhead console missing	113,226	1	8,500
A3524405031	F092748	2009	Ford Crown Vic	2FAHP71V39X148181	A/C blows warm - blend door, bad engine noted, bad battery, no jack.	84,698	1	4,500
A3886405015	F092202	2009	Ford Crown Vic	2FAHP71V29X141142		107,786	1	5,300
A3886405014	F092105	2009	Ford Crown Vic	2FAHP71V99X141154		92,142	1	5,300
A3886405018	F092811	2009	Ford Crown Vic	2FAHP71V99X148248		103,973	1	5,300
A3657405011	F103960	2010	Ford Crown Vic	2FABP7BV1AX137950	Cracked windshield, driver seat does not recline, peeling on hood	112,353	1	5,500
A3657405013	F107582	2010	Ford Crown Vic	2FABP7BV8AX133295	Hail damage, (R) rear qtr panel and passenger door dented	105,820	1	5,500
A3886405034	F107612	2010	Ford Crown Vic	2FABP7BV4AX133259	Passenger side mirror broken	110,880	1	5,500
A3886405019	F102828	2010	Ford Crown Vic	2FABP7BV7AX103754		103,829	1	5,500
A3886405027	F103895	2010	Ford Crown Vic	2FABP7BV6AX136597	Cracked windshield	108,558	1	5,500
A3886405025	F103540	2010	Ford Crown Vic	2FABP7BV3AX142180	Cracked windshield	105,368	1	5,500
A3886405030	F107579	2010	Ford Crown Vic	2FABP7BVXAX133329		112,901	1	5,500
						TOTAL		67,400

"THIS PROPERY IS SOLD AS-IS, WHERE-IS WITHOUT WARRANTY OF ANY KIND. ALL SALES ARE FINAL. THERE ARE NO RETURNS OR REFUNDS."

Printed Name

Signature Date

AI-44188 **Tax Office 12. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Requesting Approval of Inter-Local Cooperation Agreement for Tax Assesment and Collection of Taxes between CITY OF ALAMO and COUNTY OF HIDALGO, effective October 1, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

City of Alamo Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 11:51 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Edgar Jaramillo Started On: 04/17/2014 11:38 AM

Final Approval Date: 04/25/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This Agreement made and entered into this _____ day of _____, 2014, by and between the County of Hidalgo (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the City of ALAMO, Texas, (hereinafter called "CITY") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

WITNESSETH:

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereafter called "TAC") and

WHEREAS, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23 (a) (4), 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereafter called "Tax Code") and Article 4413 (32c), V.T.C.S., known as the "Inter-local Cooperation Act";

NOW, THEREFORE, for purposes stated herein, it is mutually agreed as follows:

I. TERM:

This Agreement becomes effective on May 1st, 2014 for the collection of CITY taxes for the period of May 1st, 2014 through September 30th, 2017. Upon completion of this term, this Agreement shall be automatically renewed for an additional year on October 1st of each calendar year unless either party gives written notice to the other of its intent to terminate this agreement, at least thirty (30) days prior to the renewal date.

II. APPOINTEMENT:

The CITY appoints the TAC as the Assessor-Collector of taxes for the CITY for the term of this Agreement. The TAC shall have full authority and responsibility to assess all of the real and personal property subject to taxation located within the boundaries of the

CITY in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the CITY, both current and delinquent, including taxes previously assessed by the CITY. The TAC shall remain in the sole employ and control of the COUNTY.

III. DESCRIPTION OF SERVICES:

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:

   A. Compute and publish the effective tax rate subject to consideration and approval of the CITY. Expenses for all notices and publications shall be borne by the CITY;

   B. Establish the tax roll based on property values and exemption certified by the Appraisal District and the tax rate, exemptions, and discounts authorized by the CITY;

   C. Prepare and mail tax statements for all of the CITY tax accounts;

   D. Receive payment of taxes on behalf of the City;

   E. Refund overpayment or erroneous payments of taxes as provided by law.

   F. Disburse tax monies received at the COUNTY Tax Office during the term of this contract, on the next business day. All other payments received at the COUNTY 'S Depository Bank ("Bank") will be received in accordance with the terms of the lock box processing agreement between the BANK and the COUNTY.

   G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10, to the City accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad-valorem taxes. The COUNTY shall also provide current and delinquent tax rolls, quarterly status reports, on partial payment contracts, and delinquent tax statements upon request.

   H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of the Agreement. The TAC activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.

I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State Law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with Section 31.07 of the Property Tax Code which states that if a collector accepts a partial payment of a tax bill that includes taxes for more than one taxing unit, the collector shall allocate the partial payment among all the taxing units included on the bill in proportion to the amount of tax included in the bill for each taxing unit.

J. Any waiver of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the TAC or Appraisal as described by the Property Tax Code.

K. The TAC will limit the time frame allowed for installment payment agreement on delinquency property taxes owing to the City to no more than twelve (12) months. Written approval must be obtained for the City Manager or his designee for deviations.

L. The TAC will refrain from seizing and/or selling any property pertaining to the CITY'S Tax Roll, having a homestead designation, for payment of delinquent taxes, without written approval.

M. The TAC will certify to the Board an estimate of the collection rate of the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code Sec. 26.04(b). The CITY and COUNTY agree that interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.

2. The CITY hereby specifically authorizes and empowers Hidalgo County, Texas, its employees, officials and agents to perform and all acts which the COUNTY, its employees, officials, and agents determine necessary proper, and in the best interest of the CITY in order to accomplish the services hereby agreed to be performed by the COUNTY.

3. The following duties and responsibilities of the CITY are specifically excluded from this Agreement:

A. Any obligation of the Hidalgo County Appraisal District;

B. Adoption of a tax rate for the CITY;

C. Obligation of the CITY regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and

D. Any other obligations imposed by law upon the CITY not specifically agreed to be performed herein by the COUNTY.

E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and Laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues by the COUNTY, including funds held in trust for the CITY.

V. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Texas Tax Code, the CITY hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the CITY as provided herein.

2. Pursuant to Subsection (c.), Section 6.30, Texas Property Tax Code Ann., if the CITY has entered into a contract with a law firm to represent the CITY in the enforcing and collecting of delinquent taxes. The delinquent taxes. The attorney's compensation is set forth in such contract. A copy of the CITY'S Delinquent Tax Collection Agreement must be attached hereto and incorporated herein by reference as Exhibit "A".

3. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees to produce and deliver to the "CITY'S" delinquent tax attorney a Notice of Delinquency which includes the additional penalty to defray the costs of collection for mailing to the property owner at least thirty (30) and not more than sixty (60) days before July 1.

4. No installment agreement for the payment of CITY'S delinquent taxes, which are in excess of $5,000.00, will be entered into by the TAC without the prior approval of the CITY. No installment agreements on behalf of the CITY will be entered into prior to July 1 for payment of current year delinquent taxes.

VI. CONSIDERATION:

1. The CITY hereby agrees to pay and the COUNTY agrees to accept a fee of $100,640.00 of all current and delinquent base taxes collected from May 1st, 2014 through September 30, 2017. The breakdown for this fee is as follows: $11,750.00 for the period of May 1st, 2014 through September 30th, 2014; $28,200.00 for the period of October 1st, 2014 through September 30th, 2015; $29,610.00 for the period of October 1st, 2015 through September 30th, 2016; and $31,080.00 for the period of October 1st, 2016 through September 30th, 2017. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the CITY, prior to May 1, the fee for the following year. The CITY will have until June 1, to accept the recommended fee.

2. The COUNTY will deduct a $1/12^{th}$ - collection fee from monthly collections and submit monthly collections reports, commencing on the effective date of this agreement.

3. If for any reason the CITY is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the COUNTY'S mailing of its own Tax Bills, the CITY agrees to assume the entire cost for such additional mailing. It is understood however, that the CITY will be charged a prorated amount on an equal basis if another Entity is consolidated on such billing.

4. The CITY is to provide in writing its adopted tax rate to the COUNTY no later than October 1^{st} of each year and the COUNTY is to mail out the consolidated tax statements no later than November 1^{st} of each year. If the CITY fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1^{st}, then the COUNTY at its own expense will mail a separate tax statement for the CITY by November 1^{st}.

5. The CITY will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the CITY in an amount to be determined by the CITY.

VI. MISCELLANEOUS:

1. It is expressly understood and agreed that, in the execution of this Agreement, neither the COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

IF TO COUNTY:
Hon. Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540

WITH COPIES TO:
Pablo (Paul) Villarreal, Jr., RTA
Hidalgo County Tax Assr/Coll
P.O. Box 178
Edinburg, Texas 78540-0178

Ray Eufracio, County Auditor
2808 S. Bus Hwy 281
Edinburg, Texas 78539

IF TO THE CITY: Hon. Diana Martinez, Mayor
City of Alamo
420 N. Tower Rd.
Alamo, Texas 78516

3. 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 parties created hereunder are performable in Hidalgo County, Texas.

4. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. PRIOR AGREEMENT SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

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

COUNTY OF HIDALGO:

BY:_____
Ramon Garcia, County Judge
Hidalgo County, Texas

ATTEST:

_____
Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

CITY OF ALAMO: :

BY:_____
Diana Martinez, Mayor
City of Alamo, Texas

_____
Margot Saenz, City Secretary
City of Alamo, Texas

AI-44131 **Health & Human Services Dept. 13. A.**

CC - REGULAR

Meeting Date: 04/29/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

HidalGo FIT (Wellness Program) Update

BACKGROUND

To provide an update on the HidalGO FIT Wellness Program. For discussion only; No attachments

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

No budgetary impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/15/2014 04:57 PM
Obdett Calzada	Obdett Calzada	04/23/2014 04:13 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Mike Escaname Started On: 04/15/2014 04:41 PM

Final Approval Date: 04/25/2014

AI-43982 **Health & Human Services Dept. 13. B.**

CC - REGULAR

Meeting Date: 04/29/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to apply for Binational Health Council Funding in an amount up to $8,000.00. Funds to be used for Border Binational Health Week 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-054-5-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/08/2014 02:10 PM
Manuel Chapa	Manuel Chapa	04/15/2014 04:42 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Mike Escaname Started On: 04/08/2014 01:10 PM

Final Approval Date: 04/25/2014

Mike Escaname

From: DeLaFuente,Edith (DSHS) <Edith.DeLaFuente@dshs.state.tx.us>
Sent: Friday, April 04, 2014 12:00 PM
To: Lauren Irma Garcia (lauren.rabe@hchd.org); Brenda G. Salazar (brenda.salazar@mail.hchd.org); Mike Escaname (miguel.escaname@hchd.org); Leticia Doria (gldoriac@hotmail.com); Jorge Sebastian Hernandez (jorgesebastianhr@hotmail.com)
Cc: Mata,Lupita (DSHS)
Subject: BBHW 2014 Funding: New Monies / SBSF 2014 financiación: nuevos fondos

Dear Border Partners:

We were notified this past Wednesday that OBH, has additional funding available for the Hida-Rey Binational Health Council in the amount of $8,000

These are new monies to begin 09/01/14-12/31/14 and are to be used specifically for Border Binational Health Week 2014.

As always, these monies can be split between both Hidalgo County and Reynosa or if there is a BBHW project on one side that may need an injection of funding, it will be up to both sides to decide how to allocate the overall funds.

Please let me know if when each side will be submitting a work plan and budget since we will need this fairly quickly.

If you should have any questions or need any additional assistance, please feel free to contact me.

****

Estimados Socios Fronterizos:

Estábamos notificado el pasado miércoles que OSF, cuenta con una financiación adicional disponible para la Cobina Hida-Rey por $8,000

Se trata de nuevos fondos para comenzar 09/01/14-12/31/14 y deben ser utilizados específicamente para la Semana Binacional de Salud 2014.

Como siempre, estos dineros se pueden dividir entre ambos lados o si hay un proyecto SBSF en un lado que puede necesitar una inyección de fondos, será hasta las dos partes a decidir cómo asignar los fondos globales.

Por favor, hágamelo saber si cuando cada lado va a presentar un plan de trabajo y presupuesto ya que vamos a necesitar esto con bastante rapidez.

Si tiene alguna pregunta o necesita asistencia adicional, por favor no dude en ponerse en contacto conmigo.

Saludos

Edith de Lafuente
Program Specialist III
Texas Department of State Health Services
Office of Border Health
601 West Sesame Drive
Harlingen, Texas 78550

(956) 421-5595 (Office)
(956) 444-3256 (Fax)

AI-43981 **Health & Human Services Dept. 13. C.**

CC - REGULAR

Meeting Date: 04/29/2014

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 invoices as claims after auditing procedures are completed by County Auditor.

Vendor	Invoice Date	Invoice #	Amount
Video Sound & Lights	01/08/14	14-0509	$683.48
Video Sound & Lights	01/08/14	14-0510	$683.48
		Total	**$1,366.96**

BACKGROUND

*Original purchase orders were encumbered in 2013. Actual service was performed during January 2014.

*Invoices were placed on Agenda as claims during January 2014.
*Initial instructions from Accounts Payable staff at Auditor's Office were to remove from Agenda and open purchase orders for 2014.
*Subsequent instructions from Accounts Payable staff at Auditor's Office are to place back on Agenda to request approval to process as claims.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-001-0-432

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

BUDGETARY IMPACT:

Funding available as of 4-15-14

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/08/2014 03:42 PM
Manuel Chapa	Manuel Chapa	04/15/2014 04:55 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Mike Escaname Started On: 04/08/2014 12:39 PM

Final Approval Date: 04/25/2014

Mike Escaname

From: Jeanette Palacios <jeanette.palacios@hchd.org>
Sent: Tuesday, April 08, 2014 11:41 AM
To: mike.escaname@hchd.org
Subject: FW: VIDEO SOUND AND LIGHT

FYI

From: Enriqueta Zambrano [mailto:enriqueta.zambrano@auditor.co.hidalgo.tx.us]
Sent: Tuesday, April 08, 2014 8:32 AM
To: Jeanette Palacios
Subject: RE: VIDEO SOUND AND LIGHT

Jeanette,

In reference to the Video Sound & Light invoices, These have been in review by supervisor. She determined that they need to be submitted as claim in order to process for payment upon approval by CC.

From: Jeanette Palacios [mailto:jeanette.palacios@hchd.org]
Sent: Thursday, March 20, 2014 11:15 AM
To: enriqueta.zambrano@auditor.co.hidalgo.tx.us
Cc: mike.escaname@hchd.org
Subject: VIDEO SOUND AND LIGHT

Good Morning Keta,

I need status on the Video Sound and Light invoices that were denied. I have attached copies. Please let me know as soon as possible. Any questions, feel free to contact me.

Thank you,

Jeanette Palacios
Hidalgo County Health Department
1304 S. 25th Avenue
Edinburg, Texas 78542
Phone: (956) 383-6221 ext 7216
Fax: (956) 383-3229
jeanette.palacios@hchd.org

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:** **02/25/2014**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Keta Zambrano** KZ **PHONE:** **(956)-318-2511 ext 4601**

REFERENCE: **VIDEO SOUND & LIGHT ENTERPRISES INC. Invoice #14-0509**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #14-0509*** 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:

2nd Page Pls. →

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.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

☑ COMMENTS / RECOMMENDATION: This invoice cannot be processed because procurement procedures were not followed. Please see the following: Chapter 262.011 (d) "The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs."

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.

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539
956-383-6855 956-380-1513

RECEIVED BY COUNTY AUDITOR
2014 FEB 11 PM 4 47

INVOICE

Date	Invoice #
1/8/2014	14-0509

Service Date	1/6/2014

Hidalgo County health Department

RECEIVED
JAN 10 2014
Hidalgo County Health & Human Services

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
886-881	FORD	F-150		1FTRF122X5NB44403	HD-25

Quantity	Item Code	Description	Price Each	Amount
1	br-f86p-ab	AXIXTECH 60 DIODE (GEN 3) FALCON MINI BAR PERMANENT MOUNT WIRE CONNECTIONS 4 BOLT MOUNT BRACKET COLOR CONFIG AMBER	295.00	295.00T
2	CS-LHP-62	CAR-SON HIDE A WAY INSERTS ANY COLOR	110.00	220.00
1	CP-603	Exterior ATC Fuse Holder	13.00	13.00T
1	CP-631	Switch	11.48	11.48T
1	HCI-111	INSTALL WHELEN EDGE 9004 SL	85.00	85.00T
2	HCI-130	INSTALL LIGHT INSERTS BY PAIRS	20.00	40.00T
1	hci-143	Install fuse panel	19.00	19.00T
		5 YEAR WARRANTY ON LED PRODUCTS		
		pO # 700543		
		Out-of-state sale, exempt from sales tax	0.00%	0.00

INVOICE RECEIVED BY: Jeanette Palacios DATE 1/10/14
GOODS/SERVICES RECEIVED BY: Ronnie Ramirez DATE 1/8/14
4 -1100-441-00-340-001 -0-432
PYMT AMOUNT$ 683.48 PO# 703950
APPROVED BY: 2/19/14

	Total	$683.48

Pay online at: https://ipn.intuit.com/s2sw898t

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

Repairs, Removal and Installation of Mobile Radios & Other Emergency Miscellaneous Equipment

BID No.: 2012-035-02-01-SMA

ITEMS	Removal Price	Installation Price	Repair Price (Per Hour)	Mark Up Rate with Parts	List All Warranties
RADIOS					
Motorola Syntor (X, 9000, Etc)	$ 39.00	$ 25	$ 29.90	13%	
Motorola Maxtrac	$ 5.00	$ 10.=	$ 29.90	13%	
Johnson Line Radios	$ 10.=	$ 21.=	$ 29.90	13%	
I F Johnson Line Radios	$ 39.00	$ 25.=	$ 29.90	13%	
Vertex Line Radios	$ 5.=	$ 21.=	$ 29.90	13%	See
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	$ 10.=	$ 21.=	$ 29.90	13%	
Jensen Line Radios	$ 0.01	$ 0.01	$		Attach
Midland Line Radios	$ 0.01	$ 0.01	$		
Sp-130 Scanning Radio	$ 0.01	$ 0.01	$		
Antennas	$ 10.=	$ 35.=	$ 29.90	13%	
Ma-Comm Line Radios (mobile & portable)base	$ 39.=	$ 25.=	$ 29.90	13%	
Kenwood & G E Handheld radios/bases	$ 10.=	$ 21.=	$ 29.90	13%	
Motorola XTS 1500 Port Radio	$ 1.=	$ 1.=	$ 29.90	13%	
Motorola XTS 1500 Port Radio	$ 1.=	$ 1.=	$ 29.90	13%	
Motorola APX 7000 R	$ 1.=	$ 1.=	$ 29.90	13%	
LIGHT BAR					
Code 3 Excalibur Package	$ 10.=	$ 20.=	$ 29.90	13%	
Whelen Edge 9004 SL	$ 40.=	$ 85.=	$ 29.90	13%	
Federal Signal Jet Sonic	$ 14.90	$ 65.=	$ 29.90	13%	See
Federal Signal Jet Stream	$ 10.=	$ 20.=	$ 29.90	13%	Attach
Directional Light Bar	$ 15.=	$ 55.=	$ 29.90	13%	
Rontan Winglux -S	$ 40.=	$ 65.=	$ 29.90	13%	
SIRENS					
12 Volt Sirens	$ 13	$ 25.=	$ 29.90	13%	
Siren Speakers Push Bar Mounted	$ 12.=	$ 25.=	$ 29.90	13%	See
Siren Speakers Concealed Mounted	$ 12.=	$ 25.=	$ 29.90	13%	
Siren with PA (295SL100)	$ 15.=	$ 45.=	$ 29.90	13%	Attach
Siren Control Head (model #1295HFRSA)	$ 15.=	$ 45.=	$ 29.90	13%	
Undercover Siren with position switch	$ 13.=	$ 35.=	$ 29.90	13%	
OTHER					
Video Camera System	$ 18.=	$ 89.=	$ 29.90	13%	
Radars with Antennas	$ 15.=	$ 60.=	$ 29.90	13%	
Mobile Data Computers & stands with power supply	$ 30.=	$ 95.=	$ 29.90	13%	
QPA 1135 Dual Slot Charger	$ 0.01	$ 0.01	$		
Grille Lights (Halogen, LED or Strobe)	$ 11.=	$ 29.=	$ 29.90	13%	
Rear Deck Lights	$ 11.=	$ 25.=	$ 29.90	13%	
Dash Lights	$ 7.=	$ 16.=	$ 29.90	13%	See
Prisoner Cages	$ 15.=	$ 29.=	$ 29.90	13%	Attach
Shotgun/Rifle Rack (all mounts & types)	$ 9.=	$ 35.=	$ 29.90	13%	
LED Lights	$ 11.=	$ 25.=	$ 29.90	13%	
Grille Lights (Halogen, LED or Strobe)	$ 11.=	$ 25.=	$ 29.90	13%	OPENED
LED Dash Lights	$ 11.=	$ 25.=	$ 29.90	13%	10:00
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 10.=	$ 20.=	$ 29.90	13%	
Fuse Panel	$ 10.=	$ 19.=	$ 29.90	13%	2-01-12
Strobe Power Supplies	$ 10.=	$ 16.=	$ 29.90	13%	WITNESSED
Wig Wag Flasher	$ 10.=	$ 20.=	$ 29.90	13%	
Flash Light Charger	$ 5.=	$ 11.=	$ 29.90	13%	
Push Bumpers	$ 15	$ 45.=	$ 29.90	13%	
Center Console	$ 15	$ 45.=	$ 29.90	13%	

J

Purchase Order
COUNTY OF HIDALGO

PO# 700541

DATE: 11/04/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 208078 REQ: 00245410

PHONE: (956)383-6855

Fax: (956)316-2170 EMAIL:

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

VIDEO SOUND & LIGHT ENTERPRISES INC.
3716 S US HWY 281
EDINBURG TX 78539

CONTACT:

SITE: HEALTH

RECEIVED
NOV 05 2013
Hidalgo County Health & Human Services

SPECIAL INSTRUCTIONS:

VENDOR NOTES

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QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		HD-26, LP 896-880, YEAR 2005, FORD F-150, VIN 1FTRF12215NB44404, ASSET 43502		
1.00	EACH	OM ITEM #BR-F86P-AB AXIXTECH 60 DIODE (GEN 3) FALCON MINI BAR PERMANENT MOUNT WIRE CONNECTIONS 4 BOLT MOUNT BRACKET COLOR CONFIG AMBER	295.00	295.00
2.00	EACH	OM ITEM CS-LHP-62 CAR SON HIDE A WAY INSERTS ANY COLOR	110.00	220.00
1.00	EACH	OM ITEM CP-603 EXTERIOR ATC FUSE HOLDER	13.00	13.00
1.00	EACH	OM ITEM CP-631 SWITCH	11.48	11.48
1.00	EACH	CC ITEM HCI-III INSTALL WHELEN EDGE 9004 SL	85.00	85.00
1.00	PR	CC ITEM HCI-130 INSTALL LIGHT INSERTS BY PAIRS	20.00	20.00
1.00	EACH	CC ITEM HCI-143 INSTALL FUSE PANEL	19.00	19.00
		TOTAL:		663.48

E-13-111-03-12 exp 03-05-14 for installation only
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

3-1100-441-00-340-001-0-432 663.48

Authorized by: Martha L Salazar

Purchase Order

COUNTY OF HIDALGO

PO# 703950

DATE: 01/29/14

PAGE NO: 1 OF 1

RECEIVED BY COUNTY AUDITOR

2014 FEB 11 PM 4 47

PO TYPE:

VENDOR: 208078

PHONE: (956)383-6855

Fax: (956)316-2170

REQ: 00250377

EMAIL:

VIDEO SOUND & LIGHT ENTERPRISES INC.
3716 S US HWY 281
EDINBURG TX 78539

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:

SITE: HEALTH

RECEIVED
JAN 30 2014
Hidalgo County Health & Human Services

SPECIAL INSTRUCTIONS:

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QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		contract E-13-111-03-12 exp 03-05-14 installation only HD-25, LP 886-881, YEAR 2005, FORD F-150, VIN 1FTRF12215NB44403, ASSET 43501		
1.00	EACH	OM ITEM #BR-F86P-AB AXIXTECH 60 DIODE (GEN 3) FALCON MINI BAR PERMANENT MOUNT WIRE CONNECTIONS 4 BOLT MOUNT BRACKET COLOR CONFIG AMBER	295.00	295.00
2.00	EACH	OM ITEM CS-LHP-62 CAR SON HIDE A WAY INSERTS ANY COLOR	110.00	220.00
1.00	EACH	OM ITEM CP-603 EXTERIOR ATC FUSE HOLDER	13.00	13.00
1.00	EACH	OM ITEM CP-631 SWITCH	11.48	11.48
1.00	EACH	CC ITEM HCI-III INSTALL WHELEN EDGE 9004 SL	85.00	85.00
2.00	PR	CC TEM HCI-130 INSTALL LIGHT INSERTS BY PAIRS	20.00	40.00
1.00	EACH	CC ITEM HCI-143 INSTALL FUSE PANEL	19.00	19.00
			TOTAL:	683.48

contract E-13-111-03-12 exp 03-05-14 installation only
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

4-1100-441-00-340-001-0-432 683.48

Authorized by: Martha L Salazar

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:** **02/25/2014**

TO: **Jeanette Palacos** **DEPARTMENT:** **(340) HEALTH**

FROM: **Keta Zambrano** KZ **PHONE:** **(956)-318-2511 ext 4601**

REFERENCE: **VIDEO SOUND & LIGHT ENTERPRISES INC. Invoice #14-0510**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #14-0510*** 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:

See 2nd. Page →

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.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

☑ COMMENTS / RECOMMENDATION: This invoice cannot be processed because procurement procedures were not followed. Please see the following: Chapter 262.011 (d) "The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs."

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.

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539
956-383-6855 956-380-1513

RECEIVED BY COUNTY AUDITOR
2014 FEB 11 PM 4 47

INVOICE

Date	Invoice #
1/8/2014	14-0510

Service Date	1/8/2014

Hidalgo County health Department

RECEIVED
JAN 10 2014
Hidalgo County Health & Human Services

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
896-880 (3)	05 Ford	F-150		(2) 1FTRF12215NB44404	(1) HD26

Quantity	Item Code	Description	Price Each	Amount
1	br-f86p-ab	AXIXTECH 60 DIODE (GEN 3) FALCON MINI BAR PERMANENT MOUNT WIRE CONNECTIONS 4 BOLT MOUNT BRACKET COLOR CONFIG AMBER	295.00	295.00T
2	CS-LHP-62	CAR-SON HIDE A WAY INSERTS ANY COLOR	110.00	220.00
1	CR-603	Exterior ATC Fuse Holder	13.00	13.00T
1	CR-631	Switch	11.48	11.48T
1	HCI-111	INSTALL WHELEN EDGE 9004 SL	85.00	85.00T
2	HCI-130	INSTALL LIGHT INSERTS BY PAIRS	20.00	40.00T
1	hci-143	Install fuse panel	19.00	19.00T
		5 YEAR WARRANTY ON LED PRODUCTS		
		PO # 700541		
		Out-of-state sale, exempt from sales tax	0.00%	0.00

INVOICE RECEIVED BY:
Jeanette Palacios DATE 1/10/14
GOODS/SERVICES RECEIVED BY:
Joe Alvarez DATE 1/8/14
4 -1100-441-00-340- 001 -0- 432
PYMT AMOUNT$ 683.48 PO# 703951
APPROVED BY: 2/7/14

Total	$683.48

Pay online at: https://ipn.intuit.com/gk8mxz6f

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

Repairs, Removal and Installation of Mobile Radios & Other Emergency Miscellaneous Equipment

BID No.: 2012-035-02-01-SMA

ITEMS	Removal Price	Installation Price	Repair Price (Per Hour)	Mark Up Rate with Parts	List All Warranties
RADIOS					
Motorola Syntor (X, 9000, Etc)	$ 39.00	$ 75	$ 29.90	13%	
Motorola Maxtrac	$ 5.00	$ 10.=	$ 29.90	13%	
Johnson Line Radios	$ 10.=	$ 21.=	$ 29.90	13%	
I F Johnson Line Radios	$ 39.00	$ 75.=	$ 29.90	13%	
Vertex Line Radios	$ 5.=	$ 21.=	$ 29.90	13%	See
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	$ 10.=	$ 21.=	$ 29.90	13%	
Jensen Line Radios	$ 0.01	$ 0.01	$		Attach
M/A-Com Line Radios	$ 0.01	$ 0.01	$		
Sp-130 Scanning Radio	$ 0.01	$ 0.01	$		
Antennas	$ 10.=	$ 35.=	$ 29.90	13%	
Ma-Comm Line Radios (mobile & portable)base	$ 39.=	$ 75.=	$ 29.90	13%	
Kenwood & G E Handheld radios/bases	$ 10.=	$ 21.=	$ 29.90	13%	
Motorola XTS 1500 Port Radio	$ 1.=	$ 1.=	$ 29.90	13%	
Motorola XTS 1500 Port Radio	$ 1.=	$ 1.=	$ 29.90	13%	
Motorola APX 7000 R	$ 1.=	$ 1.=	$ 29.90	13%	
LIGHT BAR					
Code 3 Excalibur Package	$ 10.=	$ 20.=	$ 29.90	13%	
Whelen Edge 9004 SI	$ 40.=	$ 85.=	$ 29.90	13%	
Federal Signal Jet Sonic	$ 14.90	$ 65.=	$ 29.90	13%	See
Federal Signal Jet Stream	$ 10.=	$ 20.=	$ 29.90	13%	Attach
Directional Light Bar	$ 15.=	$ 55.=	$ 29.90	13%	
Rontan Winglux -S	$ 40.=	$ 65.=	$ 29.90	13%	
SIRENS					
12 Volt Sirens	$ 13	$ 25.=	$ 29.90	13%	
Siren Speakers Push Bar Mounted	$ 12.=	$ 25.=	$ 29.90	13%	See
Siren Speakers Concealed Mounted	$ 12.=	$ 25.=	$ 29.90	13%	Attach
Siren with PA (295SL100)	$ 15.=	$ 45.=	$ 29.90	13%	
Siren Control Head (model #1295HFRSA)	$ 16.=	$ 45.=	$ 29.90	13%	
Undercover Siren with position switch	$ 13.=	$ 35.=	$ 29.90	13%	
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Radars with Antennas	$ 15.=	$ 60.=	$ 29.90	13%	
Mobile Data Computers & stands with power supply	$ 30.=	$ 95.=	$ 29.90	13%	
QPA 1115 Dual Slot Charger	$ 0.01	$ 0.01	$		
Grille Lights (Halogen, LED or Strobe)	$ 11.=	$ 25.=	$ 29.90	13%	
Rear Deck Lights	$ 11.=	$ 25.=	$ 29.90	13%	
Dash Lights	$ 7.=	$ 16.=	$ 29.90	13%	See
Prisoner Cages	$ 15.=	$ 29.=	$ 29.90	13%	Attach
Shotgun/Rifle Rack (all mounts & types)	$ 9.=	$ 35.=	$ 29.90	13%	
LED Lights	$ 11.=	$ 25.=	$ 29.90	13%	
Grille Lights (Halogen, LED or Strobe)	$ 11.=	$ 25.=	$ 29.90	13%	
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Fuse Panel	$ 10.=	$ 19.=	$ 29.90	13%	
Strobe Power Supplies	$ 10.=	$ 16.=	$ 29.90	13%	
Wig-Wag Flasher	$ 10.=	$ 20.=	$ 29.90	13%	
Flash Light Charger	$ 5.=	$ 11.=	$ 29.90	13%	
Push Bumpers	$ 15	$ 45.=	$ 29.90	13%	
Center Console	$ 15	$ 45.=	$ 29.90	13%	

OPENED
10:00
2-01-12
Witnessed

Purchase Order
COUNTY OF HIDALGO

PO# 700543

DATE: 11/04/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 208078 REQ: 00245452

PHONE: (956)383-6855

Fax: (956)316-2170 EMAIL:

VIDEO SOUND & LIGHT ENTERPRISES INC.
3716 S US HWY 281
EDINBURG TX 78539

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:

SITE: HEALTH

RECEIVED
NOV 05 2013
Hidalgo County Health & Human Services

SPECIAL INSTRUCTIONS:

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QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		HD-25, LP 886-881, YEAR 2005, FORD F-150, VIN 1FTRF12215NB44403, ASSET 43501		
1.00	EACH	OM ITEM #BR-F86P-AB AXIXTECH 60 DIODE (GEN 3) FALCON MINI	295.00	295.00
2.00	EACH	OM ITEM CS-LHP-62 CAR SON HIDE A WAY INSERTS ANY COLOR	110.00	220.00
1.00	EACH	OM ITEM CP-603 EXTERIOR ATC FUSE HOLDER	13.00	13.00
1.00	EACH	OM ITEM CP-631 SWITCH	11.48	11.48
1.00	EACH	CC ITEM HCI-III INSTALL WHELEN EDGE 9004 SL	85.00	85.00
1.00	PR	CC TEM HCI-130 INSTALL LIGHT INSERTS BY PAIRS	20.00	20.00
1.00	EACH	CC ITEM HCI-143 INSTALL FUSE PANEL	19.00	19.00
		TOTAL:		663.48

contract E-13-111-03-12 exp 03-05-14 installation only
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only
3-1100-441-00-340-001-0-432 663.48

Authorized by: Martha L Salazar

Purchase Order
COUNTY OF HIDALGO

PO# 703951

DATE: 01/29/14

PAGE NO: 1 Of 1

RECEIVED BY COUNTY AUDITOR
2014 FEB 11 PM 4 47

PO TYPE:

VENDOR: 208078 REQ: 00250381

PHONE: (956)383-6855

Fax: (956)316-2170 EMAIL:

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

VIDEO SOUND & LIGHT ENTERPRISES INC.
3716 S US HWY 281
EDINBURG TX 78539

CONTACT:

SITE: HEALTH

RECEIVED
JAN 30 2014
Hidalgo County Health & Human Services

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2.00	EACH	ITEM CS-LHP-62 CAR SON HIDE A WAY INSERTS ANY COLOR	110.00	220.00
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1.00	EACH	OM ITEM CP-631 SWITCH	11.48	11.48
1.00	EACH	CC ITEM HCI-III INSTALL WHELEN EDGE 9004 SL	85.00	85.00
2.00	PR	CC TEM HCI-130 INSTALL LIGHT INSERTS BY PAIRS	20.00	40.00
1.00	EACH	CC ITEM HCI-143 INSTALL FUSE PANEL	19.00	19.00
		TOTAL:		683.48

contract E-13-111-03-12 exp 03-05-14 installation only

****
For Hidalgo County use only

4-1100-441-00-340-001-0-432 683.48

Authorized by: Martha L Salazar

AI-44089 **Adult Probation 14. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $18,960.60.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $18,960.60.

BACKGROUND

The GPI from September 2013 - February 2014 is equal to $18,960.60.

Request for certification of revenues was submitted to Rossana Schettino from the Auditor's Office on April 15, 2014 via email.

Fiscal Impact

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

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

BUDGETARY IMPACT:

The GPI from September 2013 - February 2014 is equal to $18,960.60.

See appropriation of funds.
4-1289-423-00-320-032-4-XXX DWI COURT (Expenditure Report).

4-1289-342-30-320-032-4-000 DWI COURT REVENUES.

Attachments

worksheet
COR
appropriation

Form Review

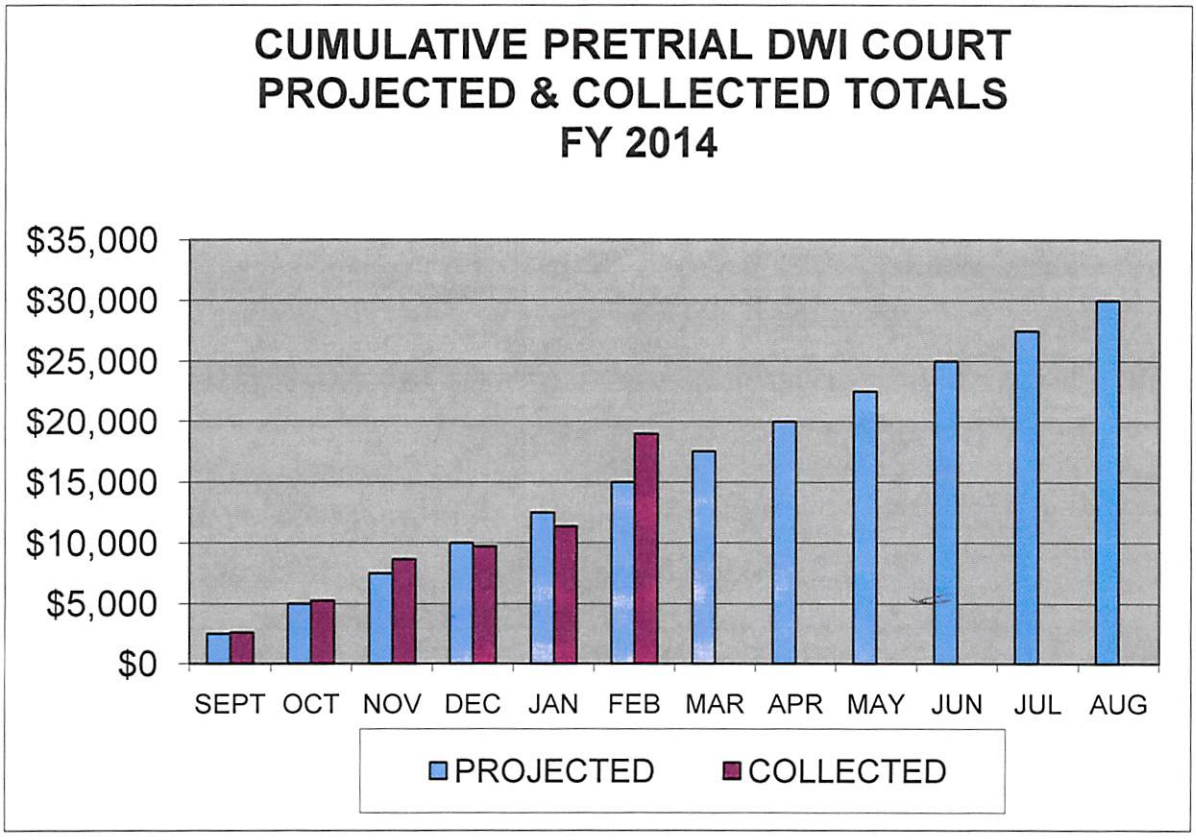
Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/14/2014 04:52 PM
Rosalinda Cantu	Rosie Cantu	04/23/2014 02:21 PM
Manuel Chapa	Manuel Chapa	04/24/2014 02:20 PM
Obdett Calzada	Obdett Calzada	04/24/2014 03:21 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Diana Solis Started On: 04/14/2014 10:50 AM

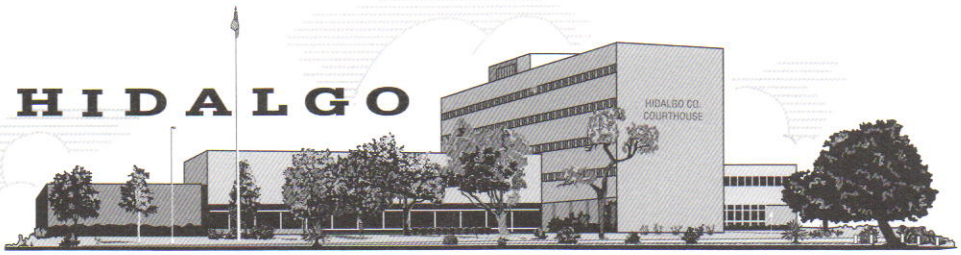
Final Approval Date: 04/25/2014

FY 2014 PRETRIAL DWI COURT FEES
$30,000 TOTAL PROJECTED

MTH	YR	MONTHLY PROJECTED	ACTUAL COLLECTED	DOLLAR VARIANCE
SEPT	13	$2,500.00	$2,600.10	$100.10
OCT	13	$2,500.00	$2,656.00	$156.00
NOV	13	$2,500.00	$3,395.00	$895.00
DEC	13	$2,500.00	$1,057.00	-$1,443.00
JAN	14	$2,500.00	$1,660.00	-$840.00
FEB	14	$2,500.00	$7,592.50	$5,092.50
MAR	14	$2,500.00	$0.00	-$2,500.00
APR	14	$2,500.00	$0.00	$0.00
MAY	14	$2,500.00	$0.00	$0.00
JUN	14	$2,500.00	$0.00	$0.00
JUL	14	$2,500.00	$0.00	$0.00
AUG	14	$2,500.00	$0.00	$0.00
TOTAL		$30,000.00	$18,960.60	$1,460.60
	PT DWI RECEIVABLE		$11,039.40	



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

April 23, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> 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 program income in the amount of $18,960.60 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2014. 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

4/24/14
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.

DATE: April 7, 2014
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 4-1289-423-00-320-032-4-XXX

REVISED
04/28/14

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOU
4-1289-423-00-320- 032- 4- 113	DWI Court- Full-Time Employees	
4-1289-423-00-320- 032- 4- 117	DWI Court- Supplemental Pay	
4-1289-423-00-320- 032- 4- 211	DWI Court- Health Insurance	
4-1289-423-00-320- 032- 4- 212	DWI Court- Life Insurance	
4-1289-423-00-320- 032- 4- 220	DWI Court- FICA	
4-1289-423-00-320- 032- 4- 230	DWI Court- Retirement	
4-1289-423-00-320- 032- 4- 250	DWI Court- Unemployment Compensation	
4-1289-423-00-320- 032- 4- 260	DWI Court- Worker's Compensation	
	TOTAL APPROPRIATION	
4-1289-342-30-320-(032- 4- 000	DWI COURT- REVENUES	
	TOTAL REVENUES	

REASON:

To allocate the GPI (Generated Program Income) from September 2013 to February 2014.

Rodolfo Perez, Deputy Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

JNT
12,094.37
0.00
4,500.00
55.00
925.22
1,317.08
68.93
0.00
18,960.60
18,960.60
18,960.60

Date

AI-44175 **Urban County 15. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Lupita V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of La Joya, is requesting consideration and action to approve a purchase order to OCL Enterprises, LLC in the amount of $23,114.62 for a Parks, Recreational Facility Improvements project, utilizing funds from the UCP Years 23 & 24 (2010 & 2011).

BACKGROUND

After bidding out this project three (3) times, the city opted to do this project in phases based on scope of work. The City of La Joya received three written quotes and requested that the lowest responsible quote from OCL Enterprises, LLC be accepted for the installation of electrical conduit to include all labor and materials. Please see attached Price Quotation Sheet with city's recommendation and contractor's general liability insurance.

Contractor: **OCL ENTERPRISES, LLC**

Contract Amount: **$ 23,114.62**

Available Funds: $ 21,122.76 2010- PARKS, RECREATIONAL FACILITY IMPROVEMENTS
$ 19,501.77 2011- PARKS, RECREATIONAL FACILITY IMPROVEMENTS
$ 40,624.53 UCP- TOTAL AVAILABLE

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 09:22 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Mary Flores Started On: 04/17/2014 08:44 AM

Final Approval Date: 04/25/2014

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

MAR 21 2014

Price Quotations

VENDOR #1 OCL enterprises, LLC
Name: Osiel Garcia Person Contacted: Osiel Garcia Phone: 956-501-6170

Item#	Quantity	Description	Amount
1	2003	Installation of 2" diam. PVC Electrical	23,114.62
		Conduit (Gray pipe & fittings) As shown	
		in the plans & specifications...	

VENDOR #2
Name: Ramsa Construction Person Contacted: Roberto Morales Phone: 956-802-7775

Item#	Quantity	Description	Amount
1.	2003	Installation of 2" diam. PVC electrical	23,635 40
		Conduit (Gray pipe & fitting) as shown	
		in Plans & Specifications...	23,635 40

VENDOR #3
Name: El-Con Constr Person Contacted: Juan Zamora Phone: 956-529-5038

Item#	Quantity	Description	Amount
1.	2003	Installation of 2" diam PVC electrical	
		Conduit (Gray pipe & fitting) as shown	
		in plans & Specifications..	25,037.50

Recommendation: recommending lowest bidder (Osiel Garcia) OCL Enterprises, LLC.

Requested by: _____ Date 03-20-14 Approved by: _____ Date 4/8/14

Form UCA -10-e

REQUEST FOR QUOTATION

FROM:
CITY OF LA JOYA
101 N. LEO AVENUE
LA JOYA TX. 78560.
PH. # (956) 581-7002

DATE:

PROJECT:
CITY OF LA JOYA MILITARY ROAD PARK. (ELECTRICAL CONDUIT)

VENDOR: OCL Enterprises, LLC
7009 Avenida Del Paseo
Mission, TX 78572

ITEM.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.-	Installation of 2" diam. PVC Electrical Conduit (Gray Pipe & Fittings) As shown in the Plans and in the Specifications.	Lf.	2,003	11.54	23,114.62
				TOTAL =	$ 23,114.62

Osiel García

*** TO REVIEW THE PLANS AND THE SPECIFICATIONS, PLEASE CALL CITY OF LA JOYA AT (956) 581-7002, ATT'N. MIKE ALANIZ, CITY MANAGER.**

RAMSA CONSTRUCTION

10115 N. CONWAY AVENUE
MISSION, TEXAS 78572
PH. # (956) 802-7775

PROPOSAL

DATE: *March 18, 2014* PROPOSAL No.091

BILL TO: City of La Joya

ATTN: *Mike Alaniz*
City Manager

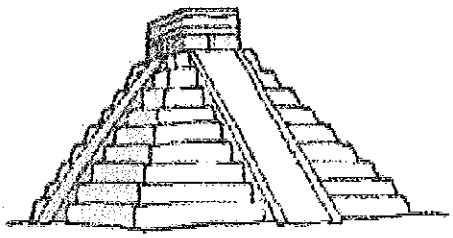
ADDRESS: *P.O. BOX "H"*
LA JOYA, TEXAS 78560

PROJECT: *MILITARY RD. PARK*
CONTRACT SERVICES
FOR: ELECTRICAL CONDUIT

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1.-	*INSTALLATION OF 2"DIAM. PVC ELECTRICAL CONDUIT (GRAY PIPE & FITTINGS) AS SHOWN IN THE PLANS AND IN THE SPECIFICATIONS.*	*Lf.*	*2003*	*$ 11.80*	*$ 23,635.40*

Roberto Morales

TOTAL = $23,635.40



EL – CON
Construction & Development
Underground Services, Water, Sewer, Storm Drain

PROPOSAL

Date: March 19, 2014 — *Proposal No.: 0411*

Submitted To: City of La Joya
Attention: Mike Alaniz
City Manager

Address: 101 North Leo Avenue
La Joya, Tx. 78560

Project: City of La Joya Military Rd.
Recreational Park.
Irrigation System

We hereby submit specifications and estimates for:

ITEM.	DESCRIPTION	UNIT	QTY	U.P.	AMOUNT
	ELECTRICAL CONDUIT				
1.-	Installation of: 2" diam. PVC Electrical Conduit (Gray Pipe & Fittings) As shown in the plans and in the Specifications.	Lf.	2,003	$12.50	$25,037.50
				TOTAL =	$25,037.50

If you have any questions please make contact with Juan Zamora at (956) 529-5038

Thank you for your business

Juan Zamora

P. O. BOX 52891 McALLEN, TX. 78505 Ph.# (956) 529-5038

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
OCL Enterprises, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
7009 Avenida Del Paseo

Requester's name and address (optional)

City, state, and ZIP code
Mission, TX 78572

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
4	6	-	2	0	6	1	6	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ [signature] Date ▶ 4/10/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2014

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 Raymond Longoria Insurance 2025 N. Conway Ave. Mission, TX 78572 License #: 777971	CONTACT NAME: Isabel Salinas - Producer PHONE (A/C, No, Ext): 956-581-1034 FAX (A/C, No): 956-581-1067 E-MAIL ADDRESS: Isabelsalines@sbcglobal.net
INSURED Osciel Garcia DBA: OCL Electric Service 7009 Avenida Del Pas Palmview, TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : McClelland & Hine, Inc. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 00010156-0 REVISION NUMBER: 1

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			BAG1028680	03/25/2014	03/25/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY URBAN COUNTY PROGRAM GUADALUPE V GARCIA UCP COORDINATOR #2	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 (ISA)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2014

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: Oscar Martinez	
Connect Insurance 407 W FM 495 San Juan , TX 78589	PHONE (A/C, No, Ext): 956-782-8191	FAX (A/C, No): 956-783-9413
	E-MAIL ADDRESS: jeremy.pool@connectmyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : HALMMARK COUNTY MUTUAL	
OSCIEL GARCIA DBA: OCL ENTERPRISES LLC 7009 AVENIDA DEL PASEO Palmview, TX 78572	INSURER B : TEXAS MUTUAL	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 00065340-26682 REVISION NUMBER: 13

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE LIABILITY			1210766	10/14/2013	10/14/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							unisured/underi	$ 1000000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			003225151	10/14/2013	10/14/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY

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

Oscar Martinez (OMA)

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City of La Joya

"Jewel of the Valley"

April 10, 2014

Hidalgo County Urban County Program
Attn: Guadalupe Garcia, Coordinator
427 E. Duranta, Suite#107
Alamo, Texas 78516.

RE: Lowest Bid Approval

Dear Ms. Garcia:

Let this letter serve as approval to accept OCL Enterprise as the lowest bid for the electrical conduit for the Military Park Project.

If you should have any questions or require additional information please do not hesitate to contact me at 956-581-7002.

Respectfully,

Mike Alaniz, City Administrator

MA/jrs

AI-44159 **Urban County 15. B.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: P R Avila **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.1, is requesting approval of a contract extension with Leonel Garza Jr. & Associates for an additional six (6) months to complete the appraisal reports for the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068 project known as the Delta Area Connector/ East Lateral.

BACKGROUND

The approval of contract was executed on May 7, 2013 for One (1) year expiring on May 7, 2014. New expiration date is November 7, 2014.

Account No. 6540-62-0100-5000-6200
Amount Available: $ 104,000.00

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 03:47 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Mary Flores Started On: 04/16/2014 02:46 PM

Final Approval Date: 04/25/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the 7th day of May, 2013, by and between Hidalgo County, Texas acting by and through **Urban County Program** ("hereinafter called the "Party") and **Leonel Garza Jr. and Associates** (hereinafter called the "Appraiser").

WITNESSETH:

WHEREAS, the Party requires appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within **Hidalgo County Precinct No. 1 for the Delta Area Connector/ East Lateral Project**; and

WHEREAS, the Party has received GLO funds from the Texas General Land Office to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, the Party has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the Party requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the Party has selected the Appraiser to provide the review appraisal services

within Hidalgo County Precinct No. 1, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to the Party **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 1. In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.**

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Party reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract is for a period of one (1) year, effective May 7, 2013, and will expire May 6, 2014 or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the Party agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the Party and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, the Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress.** Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The Party or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the Party or at other agreed upon locations.

6. **Inspection of Work.** The Party has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The Party retains the right to reject any such amendment proposed by the Appraiser unless the Party finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of

the contract period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Appraiser, the Party shall require the Appraiser to correct the work at no cost to the Party and without amendment to the contract. If the changes are made at the request of the Party and are not due to errors of the Appraiser, the Party will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Appraiser shall promptly advise the Party in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the Party without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the Party under this contract.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it

does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** The Party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of the Party.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **No Waiver.** No waiver by the Party of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the Party and Appraiser, and not otherwise.

17. **Venue.** 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. **Hold Harmless.** In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraisers intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to Party: Hidalgo County Urban County Program
Attention: Diana R. Serna
3304 West Alberta Road

Edinburg, Texas 78539

If to Appraiser: Leonel Garza Jr. and Associates
1419 Dove Avenue, Suite 1
McAllen, Texas 78504
Office (956) 687-7295

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 Unites States mail.

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

22. **Binding Contract.** This Contract 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 contract.

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

24. **Authority.** The execution and performance of this Contract by the Party and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the Party and Appraiser in accordance with its terms.

25. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Party under this Agreement, the Party may terminate this Agreement upon ninety (90) days written notice to Company. The Party agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing

right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS WHEREOF, the Appraiser and the Party have caused this Agreement for Professional Services to be effective as of the 13 day of May, 2013.

BY: _____
Leonel Garza III, State Certified Real Estate Appraiser

Firm Name: Leonel Garza Jr. and Associates
Address: 1419 Dove Avenue, Suite 1
City/ST/ZIP: McAllen, Texas 78504
FED ID #/SS #: 74-2948770

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 13 day of May, 2013 by Leonel Garza, III of and on behalf of Leonel Garza Jr. + Associates, LLC
_____,
(title)(a corporation)(a partnership)(a sole proprietorship).

ALMA OYERVIDES
MY COMMISSION EXPIRES
September 10, 2015

_____
Notary - Signature

County of Hidalgo Urban County Program:

_____
Witness

_____
Diana R. Serna, UCP Director

Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain
on April 19, 2013

ATTACHMENTS:
EXHIBIT A -REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET
EXHIBIT B - BASIS FOR PAYMENT
EXHIBIT C - CERTIFICATE OF INSURANCE

EXHIBIT "B"

Basis for Payment

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final & Scope of Services For Appraisal Services

To:	Hidalgo County Urban County Program 3304 West Alberta Edinburg, Texas 78539	**From:**	Leonel Garza III, General Certified Appraiser
Fax:	(956) 318-2988	**Pages:**	2 Pages
Phone:	(956) 787-8127	**Date Submitted:**	April 4, 2013
Re:	Delta Area Connector / East Lateral	**CC:**	Amanda V. Flores, Program Coordinator 1

Mrs. Serna:
As per e-mail from Amanda V. Flores on April 4, 2013, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations Proceedings for properties located along what is known as the Delta Area Connector / East Lateral located within Precinct No. 1, Hidalgo County. The appraisal reports shall be based on the Texas Department of Transportation Form A-6, A-5a & A-5 as required and confirmed during inspection of said tracts. Each report shall follow Senate Bill 18 (SB-18) as required by State Law. The following is an itemization of the Best & Final Cost of Services:

Appraisal Report Cost	**$2,000.00 Per Parcel** (4) Original Appraisal Reports included
Additional Original Reports	**$ 50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the client and or other agencies involved in the project.
Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the client prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing	**Hourly Rate = $ 150.00 Per Hour** ***(Plus Expenses)*** Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury-trial.

April 17, 2013

SCOPE OF SERVICES

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project and other sources available to this firm. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

Each appraisal shall be developed on a TxDOT A-5 or an A-6 and A-6s format as promulgated by the Texas Department of Transportation. Each report as of September 1, 2011 must comply with Texas State Senate Bill 18. Leonel Garza III has undergone the mandatory training thru the Texas Department of Texas Training on *Senate Bill 18 (SB-18)* and has included all changes associated with the new law in each report. Mr. Garza is fully aware of the magnitude of the Bill and the overall reporting and valuation effects of the Bill.

The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along the project. Once the appraisal has been concluded the report shall be delivered to the client, of which four (4) original copies shall be included in each appraisal packet. Once negotiations have begun, the appraiser shall be available to answer any questions or concerns by the property and assist the negotiator as needed. In the event a consensus cannot be made as to the market value, the appraiser shall be prepared to continue and prepare for condemnation proceedings of which will be billed at an additional cost. This service shall continue until all trial and or other court proceedings are concluded in the acquisition of the subject property.

If there are any questions or concerns or if any item needs clarification please call Leonel Garza III at (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax or email back once accepted. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
Please Sign Here Upon Acceptance

_____
Please Print Name

_____
Date of Acceptance

EXHIBIT "C"
Certificate of Insurance

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2014

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
Shepard Insurance Agency
6801 N 10th St Ste 300
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Co, LTD	11000
INSURER B: State Automobile Mutual Ins Co	25127
INSURER C: Hartford Ins Co of the Midwest	37478
INSURER D: Berkley Assurance Company	
INSURER E:	
INSURER F:	

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

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			65SBATE2178	05/18/2013	05/18/2014	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS		X X	BAP 2325081 02	05/23/2013	05/23/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65SBATE2179	05/18/2013	05/18/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	65WBOAE1721	01/11/2014	01/11/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liabil	X		VUMB0034009	05/18/2013	05/18/2014	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liab: $1,000,000 ea Wrongful Act/$1,000,000 Policy Aggregate
$7,500 Deductible per Claim

The General Liability policies includes a blanket automatic additional insured endorsement (Form SS 00 08 04 05) that provides additional insured status to the certificate holder only when there is a written contract between certificate holder that requires it or such status;

The General Liability policies includes a blanket waiver of subrogation endorsement (Form SS 00 08 04 05) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Hidalgo County
2312 S. Highway Business 281
Edinburg, TX 78538

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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Zimbra **amanda.flores@co.hidalgo.tx.us**

FW: Amendment No. 1 to Professional Service Agreement

From : Stephen L. Crain <scrain@atlashall.com> Thu, Mar 13, 2014 09:26 AM

Subject : FW: Amendment No. 1 to Professional Service Agreement 4 attachments

To : amanda flores <amanda.flores@co.hidalgo.tx.us>

Good Morning Amanda:

Attached is the HLH and Leonel Garza, Jr., Amended Appraisal Contracts and Exhibit A to be attached to the contract's.

As per Mr. Crain, "Why are you amending these two contracts? Why not issue another purchase order under the Contract's"?
Please call our office if you have questions.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain

682.5501

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Wednesday, March 12, 2014 10:08 AM
To: scrain@atlashall.com
Cc: Patricio Avila
Subject: Amendment No. 1 to Professional Service Agreement

Mr. Crain,

Good morning. Attached please find the approved agenda with the original professional review appraisal service agreement for HLH Appraisal Services that was taken to commissioners' court on May 7, 2013. I will need an Amendment No.1 to the contract to increase the contract amount by 2,700.00 (450.00 x 6 parcels)to complete the review appraisal reports for the Delta Area Connector/ East Lateral Project. The scope of services is staying the same. Please let me know if you need any additional information.

Best regards,
Amanda V. Flores
Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Tx 78516

AI-44158 **Urban County** **15. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: P.R. Avila **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.1, is requesting approval of a contract extension with HLH Appraisal Services for an additional six (6) months to complete the appraisal review reports for the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068 project known as the Delta Area Connector/ East Lateral

BACKGROUND

The approval of contract was executed on May 7, 2013 for One (1) year expiring on May 7, 2014. New expiration date is November 7, 2014.

Account No. 6540-62-0100-5000-6200
Amount Available: $ 23,400.00

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:51 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Mary Flores Started On: 04/16/2014 02:40 PM

Final Approval Date: 04/25/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the 7th day of May, 2013, by and between Hidalgo County, Texas acting by and through **Urban County Program** (hereinafter called the "Party") and **HLH Appraisal Services** (hereinafter called the "Review Appraiser").

WITNESSETH:

WHEREAS, the Party requires "Review Appraisal Services" for **the Delta Area Connector/ East Lateral** project located **within Hidalgo County, Precinct No.1** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, the Party has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the Party requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, the Party has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, In consideration of the mutual covenants and agreements herein contained, the Party and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County *"Review of Appraisal*

Services for projects located within Hidalgo County Precinct No. 1. *In the event the Appraiser does not provide the "Review of Appraisal Services" prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and "Review of Appraisal Services" is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.*

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the "Review of Appraisal Services" ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract for a period of **one (1) year**, effective May 7, 2013, and will expire May 6, 2014 or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the Party with each **"Purchase Order".**

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the Party agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the Party and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, the Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds

received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress.** Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The Party or the Appraiser can request conferences to be provided at the Appraisers office, the office of the Party or at other agreed upon locations.

6. **Inspection of Work.** The Party has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the Inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The Party retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Appraiser, the Party shall require the Appraiser to correct the work at no cost to the Party and without amendment to the contract.

8. **Reporting.** The Appraiser shall promptly advise the Party in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work

units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the Party without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the Party under this contract.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** The Party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of the Party.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by the Party, or if Appraiser fails to comply with any conditions in this Contract, then the Party shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. **No Waiver.** No waiver by the Party of any breach of any provision of this Contract 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 Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the Party and Appraiser, and not otherwise.

18. **Venue.** 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Hold Harmless.** In the event Appraiser should cause, either directly or indirectly,

damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify the Party from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to Party:	Hidalgo County Urban County Program Attention: Diana R. Serna 3304 West Alberta Road Edinburg, Texas 78539
If to Appraiser:	HLH Appraisal Services 6107 Aberton Forest Drive Houston, Texas 77084 281-799-5652

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 Unites

States mail.

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

23. Binding Contract. This Contract 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 contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by the Party and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the Party and Appraiser in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the Party does not appropriate sufficient funds to meet to the obligations of this Contract, the Party may terminate this Contract upon thirty (30) days written notice to the Surveyor. The Party agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of the Party pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Appraiser** and the **Party** have caused this **Agreement** for **Professional Services** to be effective as of the 13 day of May, 2013.

BY: Harvey L. Heerssen
Harvey L. Heerssen, TX. State Certified General Appraiser
dba HLH Appraisal Services

Firm Name:	HLH Appraisal Services
Address:	6107 Aberton Forest Drive
City/ST/ZIP:	Houston, TX 77084
FED ID #/SS #:	462-66-4872

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 13 day of May, 2013 by Veronica Almazan of and on behalf of dba, HLH Appraisal Services Harvey L. Heerssen
(title)(a corporation)(a partnership)(a sole proprietorship).

(seal)

VERONICA ALMAZAN
MY COMMISSION EXPIRES
November 17, 2013

Notary - Signature

County of Hidalgo Urban County Program:

Witness

Diana R. Serna, UCP Director

Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain
On April 22, 2013

ATTACHMENTS:

EXHIBIT A	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT B	- Basis of Payment
EXHIBIT C	- Certificate of Insurance

EXHIBIT "B"
BASIS OF PAYMENT

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

April 5, 2013

Ms. Amanda V. Flores
Program Coordinator I
Urban County Program
3304 West Alberta
Edinburg, TX. 78539

RE: Letter of Best and Final Offer for "Appraisal Review Services" for Precinct 1 GLO Disaster Recovery Project known as the Delta Area Connector/East Lateral, Hidalgo County, Precinct No. 1

Dear Ms. Flores:

This letter is in reference to your request of April 4, 2013 requesting my Scope of Services, Proposed Rate/Fee Schedule, W9 Form, Certificate of Debarment and Conflict of Interest Form in connection with the above Delta Area Connector/East Lateral Project in Precinct No. 1 of Hidalgo County, Texas.

Exhibit A- The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on the above project. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department, Precinct No. 1.

Exhibit A-My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County, Precinct No. 1. **This is my best and final offer of my Scope of Services and proposed fee schedule for appraisal review services for this project.**

Also, attached are the originals of Form W9, Certificate of Debarment and the current up to date copy of the Conflict of Interest Questionnaire Form. The CIQ Form is the latest that I filed with Hidalgo County for their RFQ dated December 5, 2012. The Form was recorded in the Hidalgo County Clerk's office and a copy of the form and recording data are both attached.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments
Cc: Roy Gonzales and Raul Lozano
Precinct 1

Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT "C"

CERTIFICATE OF INSURANCE.

Allstate. You're in good hands.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/14/2014

PRODUCER
Pisani and Associates
8588 Hwy 6 North
Houston, TX 77095
281-855-7115

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allstate Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Harvey L. Heersen DBA HLH Appraisal Services
6107 Aberton Forest Drive
Houston, TX 77084

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					$
A		AUTOMOBILE LIABILITY	048963714 BAP	04/16/2014	04/16/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[X] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER Professional Liability	LSI012626-002	04/14/2014	04/14/2015	$1,000,000 Each Claim $2,000,000 Aggregate	

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

2010 Ford F-150

1FTEW1C87AFD03660
Endorsed with Hidalgo County as an additional insured and with a waiver if subrogation in favor of Hidalgo County.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 South Highway, BUS 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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STANLEY MCDONALD AGCY IL, INC/PHS
PO BOX 29611
CHARLOTTE NC 28229

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HIGHWAY 281
EDINBURG TX 78539

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2014

THIS CERTIFICATEIS 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 SUBROGATIONIS 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:	
STANLEY MCDONALD AGCY IL, INC/PHS 715004 P:(866) 467-8730 F:(877) 538-8295 PO BOX 29611 CHARLOTTE NC 28229	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (877) 538-8295
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Sentinel Ins Co LTD	11000
INSURED	INSURER B:	
HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON TX 77084	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X	X	41 SBM ZP3811	04/14/2014	04/14/2015	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE- EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jane Mallon

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AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY	NAMED INSURED
STANLEY MCDONALD AGCY IL, INC/PHS	HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON TX 77084
POLICY NUMBER SEE ACORD 25	
CARRIER: SEE ACORD 25 / NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate holder per the Business Liability Coverage Form SS0008 attached to this policy. County of Hidalgo are listed as additional insured. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2014

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 LIA ADMIN. & INSURANCE SERVICES 1600 ANACAPA STREET SANTA BARBARA, CA 93101	CONTACT NAME: DANA DAMICO PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652 E-MAIL ADDRESS: DANA@LIABILITY.COM
INSURED HLH APPRAISAL SERVICES HARVEY L. HEERSSEN 6107 ABERTON FOREST DRIVE HOUSTON, TX 77084 166125	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: LIBERTY SURPLUS INSURANCE CORP — 10725 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			LSI012626-002	04/14/2014	04/14/2015	$1,000,000 EACH CLAIM $2,000,000 AGGREGATE	

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

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY
POLICY INCLUDES A WAIVER OF SUBROGATION (REFER TO VI. CONDITIONS (L) SUBROGATION OF THE LIBERTY POLICY)

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPARTMENT
2812 S. HIGHWAY, BUS. 281
EDINBURG, TX 7853

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-44142 **Urban County 15. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Amanda Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.1, is requesting approval of Amendment No. 2 to the existing contract agreement for appraisal services with HLH Appraisal Services under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 1 Delta Area Connector/ East Lateral Project. The amendment will **increase** the professional service contract amount from $22,950.00 to $23,400.00 for a total **increase of $450.00.**

BACKGROUND

An additional parcel is necessary for the completion of the Delta Area Connector/ East Lateral Project. Therefore, Urban County Program is requesting Amendment No.2 to the Professional Service Agreement to increase the contract amount for HLH Appraisal Services. (See attached supportive documentation.)

Original Contract:	$22,500.00
Amendment No. 1:	$22,950.00
Amendment No. 2	$ 450.00
New Contract Amount:	**$23,400.00**

Account No. 6540-62-0100-5000-6200
Amount Available: $2450.00 for increase

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 11:43 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Mary Flores Started On: 04/16/2014 11:03 AM

Final Approval Date: 04/25/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This SECOND AMENDMENT to the PROFESSIONAL SERVICE CONTRACT by and between **Hidalgo County, Texas** acting by and through the **Hidalgo County Urban County Program** ("Party") and **HLH APPRAISAL SERVICES** ("Appraiser") is entered into between the parties effective this 29th day of April, 2014.

WHEREAS, Party and Appraiser entered into a Professional Services Contract dated May 7th 2013 in which Appraiser agreed to provide certain professional review appraisal services for the Delta Area Connector East Lateral Project (the "Agreement");

WHEREAS, Party and Appraiser executed a First Amendment to Professional Services Contract on or about March 25, 2014 to add an additional tract of land to be appraised in accordance with the Agreement;

WHEREAS, the Agreement now requires an additional amendment in order to add an additional tract of land requiring review appraisal services; and

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party and Appraiser agree to the following amendments to the Agreement:

1. The Agreement is amended by the addition of one (1) additional parcel more particularly described on Exhibit A-1 attached hereto as Exhibit A-1 requiring a review appraisal: for the appraisal fee established in the Agreement.
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Party and Engineer ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED effective as of the day and year first written above.

HLH Appraisal Services

_____

By: Harvey L. Heerssen
Its: _____

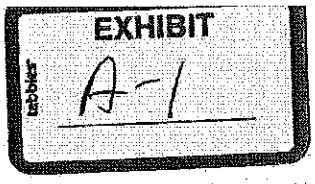
COUNTY OF HIDALGO URBAN COUNTY PROGRAM

_____

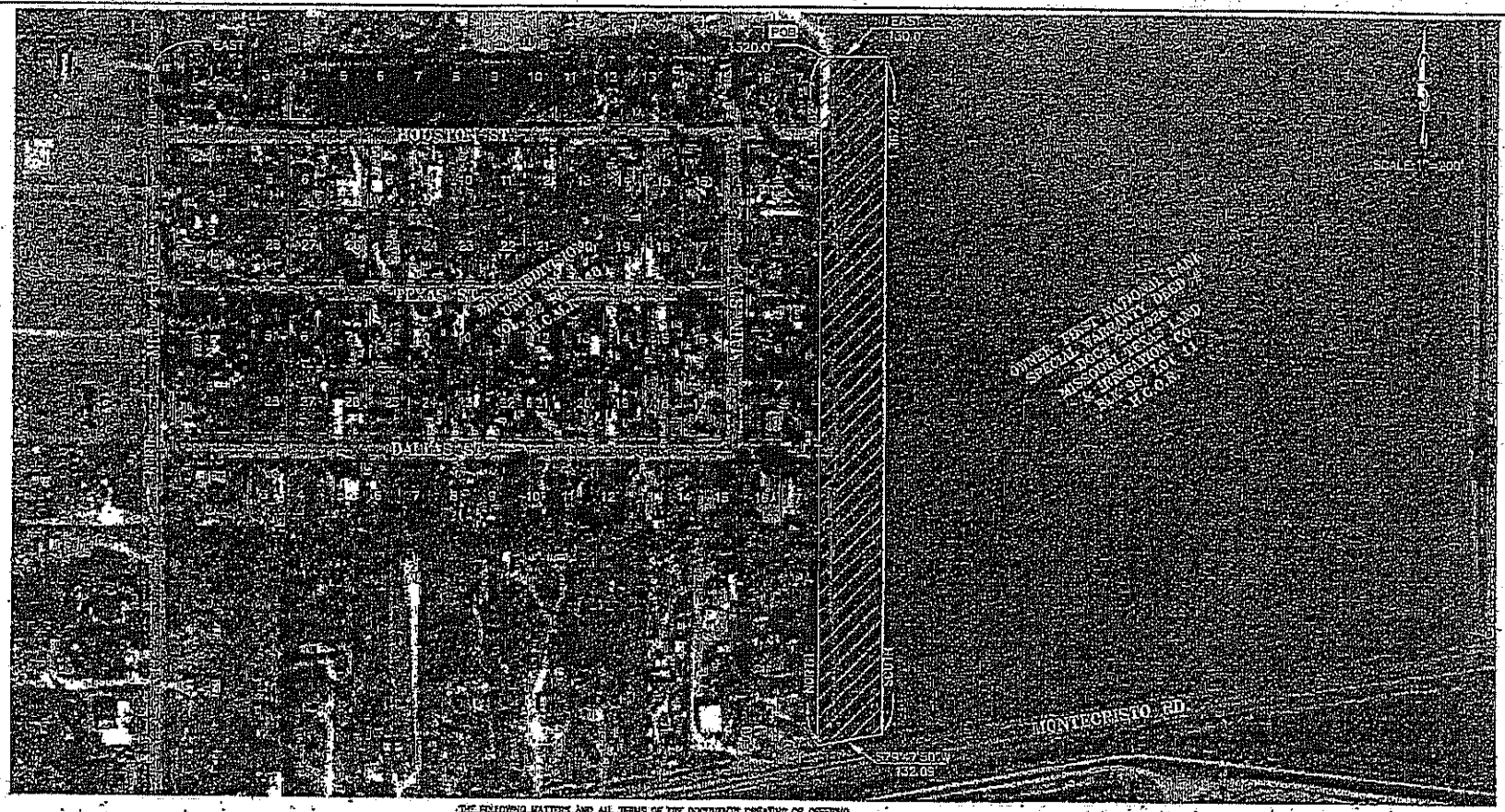
Diana R. Serna, UCP Director

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain 4/9/2014
Stephen L. Crain



Being a 4.12 (179,286 sq. ft) acre tract of land out of Lot 11, Block 99 Missouri Texas Land & Irrigation Company, Hidalgo County, Texas as per map records of Hidalgo County, Texas being that certain tract of land conveyed to First National Bank in a special warranty deed recorded in document number 2367926, Official Records of Hidalgo County, Texas said 4.12 (179,286 sq. ft.) acre tract of land being more described by the metes and bounds.



I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS DESCRIBED.

9/16/2013

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6247

JOB NUMBER
SUR 13 078

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

PLAT SHOWING
RIGHT OF WAY EASEMENT

A 4.42 OF AN ACRE (192,628 SQ. FT.) TRACT OF LAND OUT OF LOT 11, BLOCK 99, MISSOURI TEXAS LAND & IRRIGATION COMPANY, HIDALGO COUNTY, TEXAS AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 28, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BASIS OF BEARING:
EAST LINE OF SAID SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP RECORDED IN VOLUME 28, PAGE 146, MAP RECORDS OF HIDALGO COUNTY, TEXAS

GENERAL NOTES:
ADDRESS: 3304 W. ALBERTA RD., EDINBURG, TX 78539
SURVEYED: 8-8-13
REQUESTED BY:HIDALGO COUNTY

FLOOD ZONE DESIGNATION: "X"
COMMUNITY-PANNEL NUMBER: 480334 0350 D
MAP REVISED: JUNE 8, 2000

SAMES SLM Engineering & Surveying, Inc.
301 E. CAGE BLVD. TEL. (956) 787-9535
PHARR, TEXAS 78577 FAX (956) 787-9665
SURVEY FIRM REG. No. 100418-00

AI-44040 **Elections Administration 16. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract Services between Hidalgo County and Sharyland Independent School 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 4-10-2014, the Sharyland Independent School District does not owe the Hidalgo County Elections Dept. any outstanding charges.

Attachments

Sharyland

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 09:45 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Amanda Valdez Started On: 04/10/2014 09:14 AM

Final Approval Date: 04/25/2014

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 **SHARYLAND INDEPENDENT SCHOOL 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, code 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 code 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.

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) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) 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.

(G) 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;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) 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;

(K) 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 Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded 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 coding 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. Jesse Muniz
Assistant Superintendent for Business & Finance
Sharyland ISD
1106 N Shary Rd.
Mission, TX 78572

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 25TH day of March, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

SHARYLAND ISD
ENTITY

BY: _____

PRINT: FERNANDO RAMIREZ

TITLE: SCHOOL BOARD PRESIDENT

ATTEST

BY: _____

PRINT: Ricky Longoria

TITLE: Secretary

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: Sharyland ISD Place 1 & 2 — **DATE: May 10, 2014**

	Coding Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coded 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	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	6	$60.00
F	Election Media per Polling Location(s)	$100.00	3	$300.00
G	iVotronic Voting Machine(s)	$150.00	6	$900.00
G	ADA iVotronic Voting Machine(s)	$150.00	3	$450.00
H	Delivery/ Pick-up Fee (includes Mileage)	$450.00	1	$450.00
			Total iVotronic Coding Charges	$2,630.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02 A	Voter Registration Database Access (Per Day)	$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	2	$300.00
C	Printer Labels (per vote)	$0.03	16656	$499.68
D	Username/Password - Per Polling Location	$20.00	3	$60.00
			Total Electronic Poll Book Charges	$1,759.68

	Supplies	Price	Quantity	Total
6.03	Early Voting Combination Forms	$0.55	347	$190.85
	Election Day Combination Forms	$0.55	347	$190.85
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	2	$70.00
	Polling Location Map(s)	$17.00	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	300	$60.00
			Total Supplies Charges	$597.70

	Mail & Ballot Service	Price	Quantity	Total
6.04	Mail-in-Ballot Applications	$0.25	450	$112.50
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	900	$360.00
	Mail-in-Ballots Kit(s) per request	$2.00	450	$900.00
	Postage Mail-in-Ballots (per request)	$0.61	450	$274.50
	Correspondence Postage	$0.46	2	0.92
			Total Mail & Ballot Service Charges	$1,647.92

	Advertisements/Notices	Price	Quantity	Total
6.05	The Monitor newspaper	$1,500.00	1	$1,500.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,500.00

	Polling Location Rental Fees	Price	Quantity	Total
6.06			0	$0.00
			Total Polling Location Rental Charges	$0.00

	Payroll for Training and Election Poll Workers	Price	Total
6.07	Payroll for Early Voting Employees	$2,896.00	$2,896.00
	Payroll for Election Day Employees	$1,040.00	$1,040.00
		Total Payroll Charges	$3,936.00

	Payroll for Ballot Board	Price	Quantity	Total
6.08	Ballot Board	$150.00	1	$150.00
			Total Ballot Board Charges	$150.00

	Canvass Reports	Price	Quantity	Total
6.09	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00

	Insurance	Hourly rate	Workers	Hours wrk	Total
6.10	Liability insurance for Early Voting Supervisors	$ 9.00	1	87	$1.57
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	3	261	$12.53
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	2	30	$1.08
	(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	$23.81

	Cell Phones	Price	Quantity	Total
6.11	Verizon Wireless phone	$17.52	2	$35.04
			Total Cell Phone Charges	$35.04

6.12	Subtotal	$12,280.15
	Administrative Fees (10%)	$1,228.02
	ESTIMATED GRAND TOTAL	$13,508.17

AI-44041 **Elections Administration 16. B.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract Services between Hidalgo County and the City of Mission 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 4/10/2014, the City of Mission does not owe the Hidalgo County Elections Dept. any outstanding charges.

Attachments

Mission

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 09:07 AM
Obdett Calzada	Obdett Calzada	04/25/2014 10:37 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Amanda Valdez Started On: 04/10/2014 09:44 AM

Final Approval Date: 04/25/2014

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 **CITY OF MISSION**, 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.

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) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) 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.

(G) 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;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) 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;

(K) 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

Ms. Anna Carrillo
City Secretary
City of Mission
1201 E 8th St.
Mission, TX 78572

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 _____ day of _____, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

CITY OF MISSION
ENTITY

BY:_____

PRINT: NORBERTO SALINAS

TITLE: MAYOR

ATTEST

BY: Anna Carrillo

PRINT: Anna Carrillo

TITLE: City Secretary

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: City of Mission Mayor, Place 1 & Place 3 — **DATE: May 10, 2014**

6.01	**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**	3	$30.00
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**	7	$700.00
G	iVotronic Voting Machine(s)	**$150.00**	19	$2,850.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	7	$1,050.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$450.00**	1	$450.00
			Total iVotronic Programming Charges	$5,650.00
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**	5	$750.00
C	Printer Labels (per vote)	**$0.03**	32587	$977.61
D	Username/Password - Per Polling Location	**$20.00**	7	$140.00
			Total Electronic Poll Book Charges	$2,767.61
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	680	$374.00
	Election Day Combination Forms	**$0.55**	680	$374.00
	Election Judge Kit for Early Voting	**$35.00**	2	$70.00
	Election Judge Kit for Election Day	**$35.00**	5	$175.00
	Polling Location Map(s)	**$17.00**	7	$119.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	300	$60.00
			Total Supplies Charges	$1,172.00
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	375	$93.75
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	1450	$580.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	375	$750.00
	Postage Mail-in-Ballots (per request)	**$0.61**	375	$228.75
	Correspondence Postage	**$0.46**	5	2.3
			Total Mail & Ballot Service Charges	$1,654.80
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		**$7,184.00**	$7,184.00
	Payroll for Election Day Employees		**$2,960.00**	$2,960.00
			Total Payroll Charges	$10,144.00
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 Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	$0.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	174	$6.26
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	8	696	$89.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	5	75	$6.75
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	18	270	$77.76
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$179.86

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	5	$87.60
			Total Cell Phone Charges	$87.60
6.12			Subtotal	$23,305.87
			Administrative Fees (10%)	$2,330.59
			ESTIMATED GRAND TOTAL	$25,636.46

AI-44043 **Elections Administration 16. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract Services between Hidalgo County and the Mission Consolidated Independent School 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 4/10/2014, the Mission Consolidated Independent School District does not owe the Hidalgo County Elections Dept. any outstanding charges.

Attachments

Mission CISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 09:50 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Amanda Valdez Started On: 04/10/2014 10:01 AM

Final Approval Date: 04/25/2014

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 **MISSION CONSOLIDATED INDEPENDENT SCHOOL 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.

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) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) 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.

(G) 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;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) 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;

(K) 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.

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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.

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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.

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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 <u>each</u> 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

Ms. Sylvia Cruz
Coordinator for Risk Management
Mission CISD
1201 Bryce Drive
Mission, TX 78572

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 _____ day of _____, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

MISSION CISD
ENTITY

BY: _____

PRINT: OSCAR MARTINEZ

TITLE: BOARD PRESIDENT

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: _____

PRINT: Sylvia Cruz

TITLE: Risk Manager

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: Mission CISD Place 1, 6 & 7 | **DATE: May 10, 2014**

6.01	**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**	3	$30.00
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**	7	$700.00
G	iVotronic Voting Machine(s)		**$150.00**	14	$2,100.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	7	$1,050.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$450.00**	1	$450.00
				Total iVotronic Programming Charges	$4,900.00
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**	5	$750.00
C	Printer Labels (per vote)		**$0.03**	24560	$736.80
D	Username/Password - Per Polling Location		**$20.00**	7	$140.00
				Total Electronic Poll Book Charges	$2,526.80
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	512	$281.60
	Election Day Combination Forms		**$0.55**	512	$281.60
	Election Judge Kit for Early Voting		**$35.00**	2	$70.00
	Election Judge Kit for Election Day		**$35.00**	5	$175.00
	Polling Location Map(s)		**$17.00**	7	$119.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	300	$60.00
				Total Supplies Charges	$987.20
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	900	$225.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	950	$380.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	600	$1,200.00
	Postage Mail-in-Ballots (per request)		**$0.61**	600	$366.00
	Correspondence Postage		**$0.46**	5	$2.30
				Total Mail & Ballot Service Charges	$2,173.30
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			**$5,096.00**	$5,096.00
	Payroll for Election Day Employees			**$2,120.00**	$2,120.00
				Total Payroll Charges	$7,216.00
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 Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	174	$6.26
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	5	435	$34.80
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	5	75	$6.75
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	11	165	$29.04
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$76.85
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	5	$87.60
				Total Cell Phone Charges	$87.60
6.12				Subtotal	$19,617.75
				Administrative Fees (10%)	$1,961.78
				ESTIMATED GRAND TOTAL	$21,579.53

AI-44045 **Elections Administration 16. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract Services between Hidalgo County and the City of Palmview 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 4/10/2014, the City of Palmview does not owe the Hidalgo County Elections Dept. any outstanding charges.

Attachments

Palmview

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 09:52 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Amanda Valdez Started On: 04/10/2014 10:08 AM

Final Approval Date: 04/25/2014

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 **CITY OF PALMVIEW**, 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. Ramon Segovia
City Manager
City of Palmview
400 W Veterans Blvd.
Palmview, TX 78572

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 19th day of March, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

CITY OF PALMVIEW
ENTITY

BY: RS

PRINT: RAMON SEGOVIA

TITLE: CITY MANAGER

ATTEST

BY: Aida Rivas

PRINT: Aida Rivas

TITLE: City Secretary

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: City of Palmview
Mayor, Council Member 2 & 4, Special Place 1

DATE: May 10, 2014

6.01	**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**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	6	$900.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$450.00**	1	$450.00
		Total iVotronic Programming Charges		**$2,460.00**
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**	1	$150.00
C	Printer Labels (per vote)	**$0.03**	3196	$95.88
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
		Total Electronic Poll Book Charges		**$1,185.88**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	67	$36.85
	Election Day Combination Forms	**$0.55**	67	$36.85
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	1	$35.00
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	200	$40.00
		Total Supplies Charges		**$217.70**
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**	300	$120.00
	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**	1	0.46
		Total Mail & Ballot Service Charges		**$1,053.46**
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	**$2,896.00**		$2,896.00
	Payroll for Election Day Employees	**$520.00**		$520.00
		Total Payroll Charges		**$3,416.00**
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 & Precinct by Precinct Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Precinct by Precinct Report	**$27.19**	1	$27.19
		Total Canvass Report Charges		**$27.19**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	87	$1.57
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	3	261	$12.53
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	1	15	$0.27
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	3	30	$1.44
	(hourly rate X workers X hrs worked X 0.002)				
			Total Insurance Charges		**$15.80**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	1	$17.52
			Total Cell Phone Charges		**$17.52**
6.12				**Subtotal**	**$10,043.55**
				Administrative Fees (10%)	**$1,004.36**
				ESTIMATED GRAND TOTAL	**$11,047.91**

AI-44263 **Elections Administration 16. E.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract Services between Hidalgo County and the City of San Juan 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 4-24-2014, the City of San Juan does not owe the Hidalgo County Elections Dept any outstanding charges.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 09:07 AM
Obdett Calzada	Obdett Calzada	04/25/2014 11:39 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Amanda Valdez Started On: 04/24/2014 05:00 PM

Final Approval Date: 04/25/2014

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 11th day of April, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE
APPROVED BY
COMMISSIONERS' COURT
ON:_____

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

CITY OF SAN JUAN
ENTITY

BY: Humberto Rodriguez

PRINT: HUMBERTO RODRIGUEZ

TITLE: CITY SECRETARY

ATTEST

BY: Shara G. Ramirez

PRINT: Shara G. Ramirez

TITLE: Administrative Clerk

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

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 **CITY OF SAN JUAN**, 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 <u>each</u> 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. Humberto "Bobby" Rodriguez
City Secretary
City of San Juan
709 S. Nebraska
San Juan, TX 78589

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

San Juanita Sanchez
MAYOR
Armando Garza, Jr.
MAYOR PRO-TEM
Roberto "Bob" Garza
COMMISSIONER
Luis Ramos
COMMISSIONER
Eddie Suarez
COMMISSIONER

April 10, 2014

Amanda L. Valdez
Administrative Assistant
Hidalgo County Election Department
101 S. 10th Ave
Edinburg, TX 78539

Dear Ms. Valdez:

Enclosed you will find two (2) original signed contract for Election Services between the City of San Juan and Hidalgo County Elections Administrator. Please return a fully executed copy to me at you earliest convenience. Should you need any additional information, do not hesitate to call me at (956) 223-2206.

Sincerely,

Sandra G. Ramirez
Administrative Clerk

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Ph. (956)223-2200 ·Fax: (956) 787-5978

AI-44264 **Elections Administration 16. F.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract services between Hidalgo County and the Progreso Independent School 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 4-24-2014, the Progreso Independent School District does not owe the Hidalgo County Elections Dept any outstanding charges.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 09:08 AM
Obdett Calzada	Obdett Calzada	04/25/2014 11:39 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Amanda Valdez Started On: 04/24/2014 05:07 PM

Final Approval Date: 04/25/2014

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 April, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE
APPROVED BY
COMMISSIONERS' COURT
ON:_____

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

PROGRESO ISD
ENTITY

BY: Fernando Castillo Ed.D.

PRINT: DR. FERNANDO CASTILLO. Ed. D.

TITLE: SUPERINTENDENT

ATTEST

BY: _____

PRINT: Armando López

TITLE: Inventory Control

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: Progreso ISD
School Board Place 4 & 5, Special Election
DATE: May 10, 2014

6.01	**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	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)		$10.00	9	$90.00
F	Election Media per Polling Location(s)		$100.00	2	$200.00
G	iVotronic Voting Machine(s)		$150.00	3	$450.00
G	ADA iVotronic Voting Machine(s)		$150.00	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)		$450.00	1	$450.00
				Total iVotronic Programming Charges	$1,970.00
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	1	$150.00
C	Printer Labels (per vote)		$0.03	3237	$97.11
D	Username/Password - Per Polling Location		$20.00	2	$40.00
				Total Electronic Poll Book Charges	$1,187.11
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		$0.55	68	$37.40
	Election Day Combination Forms		$0.55	68	$37.40
	Election Judge Kit for Early Voting		$35.00	1	$35.00
	Election Judge Kit for Election Day		$35.00	1	$35.00
	Polling Location Map(s)		$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		$0.20	300	$60.00
				Total Supplies Charges	$238.80
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		$0.25	450	$112.50
	Paper Ballots for Mail-in-Ballots and Provisionals		$0.40	250	$100.00
	Mail-in-Ballots Kit(s) per request		$2.00	250	$500.00
	Postage Mail-in-Ballots (per request)		$0.61	250	$152.50
	Correspondence Postage		$0.46	1	0.46
				Total Mail & Ballot Service Charges	$865.46
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		$2,200.00		$2,200.00
	Payroll for Election Day Employees		$400.00		$400.00
				Total Payroll Charges	$2,600.00
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		$250.00	1	$250.00
				Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		$0.00	1	$0.00
	Additional Canvass Reports		$35.00	4	$140.00
				Total Canvass Report Charges	$140.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 9.00	1	87	$1.57
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	2	174	$5.57
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	1	15	$0.27
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	2	30	$0.96
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$8.36
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		$17.52	1	$17.52
				Total Cell Phone Charges	$17.52
6.12				Subtotal	$8,777.25
				Administrative Fees (10%)	$877.73
				ESTIMATED GRAND TOTAL	$9,654.98

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 **PROGRESO INDEPENDENT SCHOOL 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:

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ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code 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 code 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 Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded 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 <u>each</u> 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 coding 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

Dr. Fernando Castillo, Ed. D.
Superintendent
Progreso ISD
PO Box 610
Progreso, TX 78579

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

AI-44039 **Elections Administration 16. G.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract Services between Hidalgo County and the City of Hidalgo 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 4/10/2014, the City of Hidalgo does not owe the Hidalgo County Elections Dept. any outstanding charges.

Attachments

Hidalgo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 09:44 AM
Obdett Calzada	Obdett Calzada	04/25/2014 10:37 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Amanda Valdez Started On: 04/10/2014 09:01 AM

Final Approval Date: 04/25/2014

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 **CITY OF HIDALGO**, 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.

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) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) 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.

(G) 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;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) 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;

(K) 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 <u>each</u> 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. Joe Vera III
City Manager
City of Hidalgo
704 E Texano Dr.
Hidalgo, TX 78557

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 17 day of March, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

CITY OF HIDALGO
ENTITY

BY: _____

PRINT: JOE VERA III

TITLE: CITY MANAGER

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: _____

PRINT: Denise Elliff

TITLE: Administrative 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: City of Hidalgo
Mayor, Council Member Place 2 & 4

DATE: May 10, 2014

6.01	**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**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	9	$90.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	6	$900.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$450.00**	1	$450.00
			Total iVotronic Programming Charges	**$2,420.00**
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**	1	$150.00
C	Printer Labels (per vote)	**$0.03**	6000	$180.00
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
			Total Electronic Poll Book Charges	**$1,270.00**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	125	$68.75
	Election Day Combination Forms	**$0.55**	125	$68.75
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	1	$35.00
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	300	$60.00
			Total Supplies Charges	**$301.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	900	$225.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	500	$200.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)	**$0.61**	500	$305.00
	Correspondence Postage	**$0.46**	1	0.46
			Total Mail & Ballot Service Charges	**$1,730.46**
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		**$3,592.00**	$3,592.00
	Payroll for Election Day Employees		**$640.00**	$640.00
			Total Payroll Charges	**$4,232.00**
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 & Precinct by Precinct Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$125.00**	1	$125.00
	Precinct by Precinct Report	**$27.19**	1	$27.19
			Total Canvass Report Charges	**$152.19**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ **9.00**	.1	87	$1.57
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ **8.00**	4	348	$22.27
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ **9.00**	1	15	$0.27
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ **8.00**	4	60	$3.84
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$27.95**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	1	$17.52
			Total Cell Phone Charges	**$17.52**
6.12			**Subtotal**	**$11,801.62**
			Administrative Fees (10%)	**$1,180.16**
			ESTIMATED GRAND TOTAL	**$12,981.78**

AI-44125 **Head Start 17. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation of Nutrition Contest 2014 Winners

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Nutrition Contest Winners

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:13 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 03:56 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 23, 2014

SUBJECT: Presentation of Child Nutrition Program Contest 2013 Winners

RATIONALE/NEED: The Program conducts a Nutrition Contest annually to promote healthy eating habits. The Nutrition Program Contest winners were selected by the judges. Categories for judging were established based on the number of classrooms in the center.

RECOMMENDATION: No action required.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum Regarding the Nutrition Contest 2014 Winners

****

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture

Child Nutrition is Our Business

Memorandum

TO: All Center Manager

FROM: Mr. Gilbert Silva, Interim Child Nutrition Director

THROUGH: Mrs. Teresa Flores, Executive Program Director

DATE: March 28, 2014

RE: **NUTRITION CONTEST 2014 WINNERS**

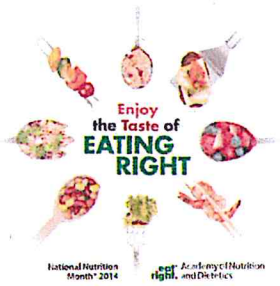
CC: Mr. Edmundo Garcia, Assistant Program Director
Mrs. Nora Munoz, Assistant Program Director
Education Area Director

The Child Nutrition Department would like to thank everyone for participating in our "Annual" Nutrition Contest. It was wonderful to see the smiling faces of the children and the proud enthusiasm of the parents as they watched the contest unfold before them. Center Staff, Parents, Children, Volunteers, Administrative staff, and Kitchen staff all played a role in making this a special event. All parent presentations focused on healthy eating, physical activities, and educating others about "My Plate".

The Head Start staff's enthusiasm was unequivocally contagious and well-coordinated for the parents and children. YOU WERE EXCELLENT! There are no other words to describe it. Thank you for making the event so wonderful.

*****************AND HERE ARE THE WINNERS*****************

CATEGORY	FIRST PLACE	SECOND PLACE	THIRD PLACE
Two Classroom Centers	Monte Alto	Donna IV	UTPA
Three Classroom Centers East	McAllen IV	Hidalgo	McAllen V
Three Classroom Centers West	Western Road	Progreso	Mission III
Four Classroom Centers	Mission I	Weslaco I	Weslaco II
Five Classroom Centers	Sullivan City	Palmview I	Weslaco III
Six – Seven Classroom Centers	Alamo	Las Milpas I	Palmview III
Eight – Ten Classroom Centers	Mission II	Palmview II	Edinburg V



AI-44117 **Head Start 17. B.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Summer Work Schedule

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Summer Work Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:09 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 02:40 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 23, 2014

SUBJECT: Discussion/Approval of Summer Work Schedule

RATIONALE/NEED: The Administrative Office staff is recommending working the four (4) day week this summer. The day will begin at 7:00 a.m. and end at 6:00 p.m. including one (1) hour for lunch. The Administrative Office staff were presented with three (3) options to choose from and the above summer work schedule received the majority of the votes.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Voting Results and Summer Work Calendar

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Summer Work Schedule
2014 Results

Departments	OPTION 1 Monday - Thursday 8:00 am - 6:00 pm Friday- 8:00 am-12:00 N (1 Hour Lunch)	OPTION 2 Monday - Thursday 7:00 am - 5:00 pm Friday 7:00 am-11:00 am (1 Hour Lunch)	OPTION 3 Monday - Thursday 7:00 am - 6:00 pm Friday- Off (1 Hour Lunch)	TOTAL VOTES
Administration	2		5	7
Child Nutrition			5	5
Compliance			1	1
Education			6	6
Family Services		Note: Azalia – Out Did Not Vote	4	4
Finance	2		3	5
Health/Mental Health			5	5
Human Resources			6	6
Maintenance/Transportation/ Warehouse			21	21
M.I.S.			4	4
Procurement			3	3
Special Services		Note: Connie – Out Did Not Vote	3	3
Staff Development			2	2
Transition			2	2
TOTALS	4		70	74

~ May 2014 ~ For Your Information Only

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Community Partnership Banquet	2 Parent Volunteer Banquet	3
4	5	6	7	8 Staff Graduation Banquet	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 Holiday	27	28 Last Day of School/ Early Release	29 Field Staff Workday/Staff Appreciation B.	30 Field Staff Workday/ Centers Close	31

OPTION 3

~ June 2014 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 7:00 am–6:00 pm	3 7:00 am–6:00 pm	4 7:00 am–6:00 pm	5 7:00 am–6:00 pm	6 Office Closed	7
8	9 1 Cycle Begins 7:00 am–6:00 pm	10 7:00 am–6:00 pm	11 7:00 am–6:00 pm	12 7:00 am–6:00 pm	13 Office Closed	14
15	16 7:00 am–6:00 pm	17 7:00 am–6:00 pm	18 7:00 am–6:00 pm	19 7:00 am–6:00 pm	20 Office Closed	21
22	23 2 Cycle Begins Office Closed	24 Office Closed	25 Office Closed	26 Office Closed	27 Office Closed	28
29	30 Office Closed					

~ July 2014 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Office Closed	2 Office Closed	3 Office Closed	4 Holiday	5
6	7 Office Closed	8 Office Closed	9 Office Closed	10 Office Closed	11 Office Closed	12
13	14 1 Cycle Ends 7:00 am–6:00 pm	15 7:00 am–6:00 pm	16 7:00 am–6:00 pm	17 7:00 am–6:00 pm	18 Office Closed	19
20	21 7:00 am–6:00 pm	22 7:00 am–6:00 pm	23 7:00 am–6:00 pm	24 7:00 am–6:00 pm	25 Office Closed	26
27	28 2 Cycle Ends 8:00 am–5:00 pm	29 ALL STAFF RETURNS	30	31	P.C. Approval: C.C. Approval:	

AI-44130 **Head Start 17. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Response to Federal Review Monitoring Review Report

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Response Insert

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 01:39 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 04:05 PM

Final Approval Date: 04/25/2014

The response to Federal Monitoring Review Report will be presented at the meeting.

AI-44129 **Head Start 17. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation of Federal Monitoring Review Report

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Federal Review Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 01:39 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 04:02 PM

Final Approval Date: 04/25/2014

Presentation of Federal Monitoring Review Report

ADMINISTRATION FOR CHILDREN & FAMILIES

Office of Head Start | 8th Floor Portals Building, 1250 Maryland Ave, SW, Washington DC 20024 | eclkc.ohs.acf.hhs.gov

To: Board Chairperson
Mr. Ramon Garcia
Board Chairperson
Hidalgo County Head Start Program, Inc.
1901 W State Highway 107
Mcallen, TX 78504

From: Responsible HHS Official
Ms. Ann Linehan
Acting Director, Office of Head Start

Ross Weaver for 3/20/14
Date

Overview of Findings

From 1/26/2014 to 1/30/2014, the Administration for Children and Families (ACF) conducted a monitoring review of the Hidalgo County Head Start program. We wish to thank the governing body, Policy Council, staff, and parents of your program for their cooperation and assistance during the review. This Head Start Review Report has been issued to Mr. Ramon Garcia, Board Chairperson, as legal notice to your agency of the results of the on-site program review.

Based on the information gathered during our review, your Head Start program was found to be out of compliance with one or more applicable Head Start Program Performance Standards, laws, regulations, and policy requirements. The report provides you with detailed information in each area where program performance did not meet applicable Head Start Program Performance Standards, laws, regulations, and policy requirements. Each area of noncompliance identified in this report should be corrected within 120 days following receipt of this report.

If you are a grantee serving preschool age children in the center-based option, a sample of your preschool classrooms will be observed using the Classroom Assessment Scoring System (CLASS). This classroom observation instrument looks at the teacher/child interactions, as well as interactions between children. The Office of Head Start encourages grantees to consider the CLASS results in planning ongoing efforts to improve classroom quality.

During your review, the team used a sampling methodology that included a random selection of child files, staff files, and class, center, and group observations. If your report includes findings related to evidence that involved sampling, the finding narratives in your report include specific percentages from each sample that were determined by dividing the number of issues found by the total sample size. This methodology, which uses statistically driven random samples, allows the OHS to use information collected through the representative samples to make generalizations regarding your program as a whole.

For example, if, during your review, the team examines a sample of 45 child files, the finding narrative will indicate the percentage of files that were identified with an issue. The percentage

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03.25.14

will be determined by dividing the number of child files with issues by 45. Likewise, when summarizing information from classroom observations, the total number of classrooms with issues will be divided by the total number observed to determine the percentage of the sample with problems.

Please contact your ACF Regional Office with any questions or concerns you may have about this report.

Distribution of the Head Start Review Report
Copies of this report will be distributed to the following recipients:
Ms. Kimberly Chalk, Regional Program Manager
Mr. Lupe Gonzalez, Policy Council Chairperson
Ms. Teresa Flores, CEO/Executive Director/Head Start Director

Overview Information

Review Type:	*Triennial*
Organization:	*Hidalgo County Head Start Program, Inc.*
Program Type:	*Head Start*
Team Leader:	*Ms. Teresa Collins*
Funded Enrollment HS:	*3690*
Funded Enrollment EHS:	*Not Applicable*

Glossary

A glossary of terms has been included to explain the various terms used throughout this report.

Term	Definition
Compliance Measure (CM)	The specific statements that collectively assess the level of program performance for each Key Indicator, focusing on one or more Federal regulations critical to the delivery of quality services and the development of strong management systems.
Strength	A new and/or unique way of reaching the community.
Compliant	No findings. Meets requirements of Compliance Measure.
Concern	An area or areas of performance which need improvement or technical assistance. These items should be discussed with the Regional Office and do not include a timeframe for correction.
Noncompliance	A finding that indicates the agency is out of compliance with Federal requirements (including, but not limited to, the Head Start Act or one or more of the performance standards) in an area or areas of program performance, but does not constitute a deficiency. Noncompliances require a written timeline of correction and possible technical assistance (TA) or guidance from their program specialist, and if not corrected within the specified timeline, can become a deficiency.
Deficiency	An area or areas of performance in which an Early Head Start or Head Start grantee agency is not in compliance with State or Federal requirements (including but not limited to, the Head Start Act or one or more of the regulations) and which involves: (A) A threat to the health, safety, or civil rights of children or staff; (B) A denial to parents of the exercise of their full roles and responsibilities related to program governance; (C) A failure to perform substantially the requirements related to Early Childhood Development and Health Services, Family and Community Partnerships, or Program Design and Management; or (D) The misuse of Head Start grant funds. (ii) The loss of legal status or financial viability, as defined in part 1302 of this title, loss of permits, debarment from receiving Federal grants or contracts or the improper use of Federal funds; or (iii) Any other violation of Federal or State requirements including, but not limited to, the Head Start Act or one or more of the performance standards of this title, and which the grantee has shown an unwillingness or inability to correct within the period specified by the responsible HHS official, of which the responsible HHS official has given the grantee written notice of pursuant to section 1304.61.
Immediate Deficiency	Deficiencies identified during a review that pose imminent harm or danger to children and staff which requires that the grantee take immediate corrective action. The Office of Head Start interprets "immediate corrective action," as specified in the Act, as those situations that must be resolved at the point of discovery or up to 30 days from when the notice of deficiency is given.

Summary of Findings

Finding Type	Applicable Standards	Program Type	Grant	Timeframe	Compliance Level
Cost Principles	*92.24(g)*	*HS*	*06CH0183*	*120 days*	*Noncompliance*
Safe Physical Environments	*1304.53(a)(7)*	*HS*	*06CH0183*	*N/A*	*Concern*

Program Governance

CM#	Compliance Measure	Compliance Level
GOV 1.1	The program has a governing body composed of: • A membership that includes qualifications and expertise in: •Accounting or fiscal management (at least 1 member) • Early Childhood Education and Development (at least 1 member) • Licensed attorney familiar with the issues that come before the governing body (at least 1 member) • Additional members who reflect the community, including parents of formerly or currently enrolled Head Start/Early Head Start children • Other members selected for their expertise in education, business administration, or community affairs If individuals do not meet the qualifications of Fiscal Management/Accounting, Early Childhood Education and Development, or being a licensed attorney, the program shall use a consultant or other individual with relevant expertise and qualifications. **The governing body oversees a public entity, and members are selected by public election or political appointment.**	**N/A** 642(c)(1)(B)(i-iii), 642(c)(1)(B)(iv)(I-II), 642(c)(1)(B)(vi)
GOV 1.2	The program has established a Policy Council elected by parents of currently enrolled children, whose membership is composed of a majority of parents of children currently enrolled in the program as well as members of the community served by the Head Start agency.	**Compliant** 642(c)(2)(B)(i), 642(c)(2)(B)(ii)(I-II)
GOV 2.1	Members of the governing body and the Policy Council receive appropriate training and technical assistance to ensure that they understand the information they receive and can provide effective oversight of, make appropriate decisions for, and participate in programs of the Head Start agency.	**Compliant** 642(d)(3)
GOV 2.2	The governing body is responsible for required activities and makes decisions pertaining to program administration and operations, including selecting delegates and service areas; establishing procedures and criteria for recruitment, selection, and enrollment; reviewing all applications for funding; and establishing procedures for selecting Policy Council members.	**Compliant** 642(c)(1)(E)(iv)(I-III, VI)
GOV 2.3	The governing body exercises fiscal and legal responsibility and oversight and reviews and approves all major program policies.	**Compliant** 642(c)(1)(E)(iv)(IX), 642(c)(1)(E)(iv)(V)(aa-cc), 642(c)(1)(E)(iv)(VII)(aa-dd), 642(c)(1)(E)(iv)(VIII)
GOV 2.4	The Policy Council approves and submits decisions about identified program activities to the governing body.	**Compliant** 642(c)(2)(A), 642(c)(2)(D)(i-viii)

GOV 3.1	Governing body and Policy Council members regularly receive and use information or reports about program planning, policies, and operations, including: • Monthly financial statements (including credit card expenditures), program information summaries, program enrollment reports(including attendance reports for children whose care is partially subsidized by another public agency), and reports of meals and snacks provided through USDA programs • The annual financial audit, Self-Assessment (including findings related to such assessment), and Program Information Report (PIR) • The community-wide strategic planning and needs assessment (the Community Assessment) of the Head Start agency, including applicable updates • Communication and guidance from the Secretary	**Compliant** 642(d)(2)(A-I)

Management Systems

CM#	Compliance Measure	Compliance Level
SYS 1.1	The program routinely engages in a process of systematic planning to develop goals, objectives, and plans based on an analysis of program data and the results of the program's Community and Self-Assessments, engage stakeholders (governing bodies, policy groups, parents, and staff) in planning and use program data to design and implement changes to improve program services on an ongoing basis.	**Compliant** 1304.51(a)(1), 1304.51(a)(1)(i-iii)
SYS 1.2	At least annually, the program conducts a Self-Assessment of program effectiveness that assesses progress in meeting local program goals and objectives, evaluates program compliance with Federal requirements and results in improvement plans.	**Compliant** 641A(g)(1), 641A(g)(2)(B)
SYS 2.1	The program established and implements procedures for the ongoing monitoring of its operations and services. The program uses effective tools and procedures to ensure the program is in compliance and meets its goals and objectives, clearly defines staff roles and responsibilities in program oversight, conducts frequent, ongoing monitoring activities, collects and uses data for planning activities and to ensure future compliance and ensures ongoing monitoring takes place in delegate agencies.	**Compliant** 641A(g)(3)
SYS 3.1	The program's Human Resources system supports the delivery of services to children and families. The program: • Supervises and supports staff and provides adequate mechanisms for staff supervision and support. Major functions and responsibilities assigned to each staff person include, minimally: Program Management, Child Health and Safety, and Family and Community Engagement. • Maintains an organizational structure that supports its goals and objectives • Assigns all major program functions and responsibilities to staff	**Compliant** 1304.52(a)(1-2)
SYS 3.2	The program develops and implements written standards of conduct that are available to all staff and contain provisions for appropriate penalties when violations occur.	**Compliant** 1304.52(i)(1), 1304.52(i)(1)(i-ii, iv), 1304.52(i)(3)
SYS 3.3	The program ensures that each staff member completes a screening for tuberculosis.	**Compliant** 1304.52(k)(1)
SYS 3.4	Prior to employing an individual, the program obtains a Federal, State, or Tribal criminal record check (CRC): • Covering all jurisdictions in which it provides Head Start services to children • As required by the law of the jurisdiction in which the program provides Head Start services • As otherwise required by Federal law	**Compliant** 648A(g)(3)(A-C)

SYS 4.1	The program has communication mechanisms in place that provide: • Sharing of accurate and timely information with staff to support outcomes for children and families • Sharing of accurate and timely information with parents, policy groups, and the general community	**Compliant** 1304.51(b)
SYS 5.1	The program establishes and maintains a record-keeping system that supports the delivery of services to children and families. The program consistently collects and records data in an accurate and timely manner for children, families, and staff, generates reports to inform planning, communication, and ongoing monitoring, makes information accessible to appropriate parties and maintains confidentiality.	**Compliant** 1304.51(g)
SYS 5.2	The program publishes and makes available to the public an Annual Report that contains an explanation of the budgetary expenditures and proposed budget for the fiscal year and an explanation of the agency's efforts to prepare children for kindergarten.	**Compliant** 644(a)(2), 644(a)(2)(B, G)

Fiscal Integrity

CM#	Compliance Measure	Compliance Level
FIS 1.1	The grantee's financial management systems provide for effective control over and accountability for grant and sub-grant funds, property and other assets and ensure they are used solely for authorized purposes.	**Compliant** 1301.32(a)(1), 74.21(b)(3-4), 92.20(b)(3-4), 92.26(a), 92.26(b)(1-5), A-133(400)(d)(3, 5)
FIS 1.2	The grantee sought and received prior approval in writing for budget changes where prior approval is required and obtained approval for hiring of designated key personnel.	**Compliant** 74.25, 92.30
FIS 1.3	The grantee has obtained and maintained required insurance coverage for risks and liabilities.	**Compliant** 1301.11(a-b), 74.31
FIS 2.1	Financial reports and accounting records are timely, complete, and contain accurate information pertaining to grant or sub-grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays (total expenditures), income, and interest. Reports include: • SF-425 (paper-based Federal Financial Report filed to with the Regional Office) • SF-425 (web-based Federal Cash Transactions report filed with the Division of Payment Management); and • USDA/Child and Adult Care Food Program (CACFP) reports	**Compliant** 1304.23(b)(1)(i), 1304.51(h), 74.21(b)(1-2), 92.20(b)(1-2)
FIS 3.1	The grantee implemented procurement procedures meeting , at a minimum, all requirements specified in applicable Federal, State, and local statutes, regulations, and administrative rules for Federal grants, including a written code or standards of conduct governing performance of employees in awarding and administering contracts. Contracts and delegate-agency agreements are current, available, signed, and dated, with a complete description of the performance and financial expectations of the grantee and the other parties. The grantee can demonstrate that contractual agreements were met.	**Compliant** 220, App A(A)(2)(e), 225, App A(C)(1)(j), 230, App A(A)(2)(g), 74.42, 74.43, 74.46, 74.47, 92.36(b)(2-3, 9), 92.36(e)(1), 642(e)(1)(E)(iv)(X)(aa)
FIS 4.1	Original time records are prepared and properly signed by the individual employee	**Compliant**

	and approved by a responsible supervisory official, and an appropriate methodology was used to allocate salaries among Head Start and other programs.	220, App A(C)(4)(a), 220, App A(J)(10)(a-d), 225, App A(C)(3)(a), 225, App B(8)(h)(1, 3-4), 230, App A(A)(4)(a)(2), 230, App B(8)(m)(1-2)
FIS 4.2	Head Start or Early Head Start grant funds are not used as any part of monetary compensation (e.g., salary, bonuses, severance) of an individual employed by the grantee who is paid an annual rate in excess of Executive Level II ($179,700 through calendar year 2012).	**Compliant** 653(b)
FIS 4.3	Total compensation for personal services, including employee wages and incentive compensation payments, charged to the grant are allowable and reasonable.	**N/A** 220, App A(J)(10)(a), 220, App(C)(2-3), 225, App A(C)(2)(b), 225, App B(8)(a, b), 230, App A(A)(3)(b), 230, App B(8)(b, c, j)
FIS 5.1	The grantee has implemented procedures to determine allowability, allocability, and reasonableness of costs charged against its Head Start and Early Head Start grant awards as required by the applicable cost principles. If the grantee is required to allocate costs between funding sources (including Head Start and Early Head Start awards), the program utilizes a method for allocating costs that reflects the relative degree of benefit for each program receiving the benefit of the allocated cost.	**Compliant** 220, App A(A)(2)(e), 220, App A(C)(2-4), 225, App A(C)(1, 2, 3), 230, App A(A)(2, 3, 4)
FIS 5.2	Indirect cost charges are supported by a negotiated and approved indirect cost rate. **The grantee does not have an approved negotiated indirect cost rate or did not charge indirect costs.**	**N/A** 1301.32, 225, App A(C)(3)(a), 230, App A(A)(2)(a), 230, App A(E)(2)(c)
FIS 5.3	**PART 92 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments (Subpart C- Post Award Requirements)** **92.24 Matching or cost sharing.** **(g) Appraisal of real property. In some cases under paragraphs (d), (e) and (f) of this section, it will be necessary to establish the market value of land or a building or the fair rental rate of land or of space in a building. In these cases, the Federal agency may require the market value or fair rental value be set by an independent appraiser, and that the value or rate be certified by the grantee. This requirement will also be imposed by the grantee on subgrantees.** Triennial (1/26/2014) The grantee did not ensure non-Federal share (NFS) recorded for use of donated space did not exceed the fair rental value of the land or building space as established by an independent appraiser. The grantee claimed matching contributions for donated space based on fair rental estimates provided by a real estate agent. The grantee recorded donated space costs of $1.75 per square foot for building space and $0.35 per square foot for land. A review of an October 10, 2013 letter from the Davis Real Estate Agency found the estimated fair-rental value for commercial space including utilities started at $1.75 per square foot. However, the letter did not include appraisals of the grantee's facilities, nor did the real estate agent claim to be a certified real-estate appraiser. In an interview, the Chief Financial Officer and Assistant Head Start Director stated the program did not obtain certified appraisals due to the costs involved. A review of the In-Kind Schedule of Lease Classroom Space and Playground for January through July 2013 found the grantee recorded a total of $3,228,634.09 in NFS for donated space based on $1.75-per square foot for building usage and $0.35 per square foot for	**Noncompliance** 92.24(g)

	land. The grantee did not ensure NFS recorded for use of donated space did not exceed the fair rental value of the land or building space as established by an independent appraiser; therefore, it was not in compliance with the regulation. Timeframe for correction: 120 days	
FIS 5.4	During each funding period reviewed, the grantee charged to the award only costs resulting from obligations incurred during the funding period.	**Compliant** 74.28, 92.23(a)
FIS 6.1	The grantee established allowability of costs for owned or leased facilities and adequately protected any Federal Interest in facilities through the filing of Notices of Federal Interest, insurance, and maintenance of property records. Compensation for use of facilities owned by the grantee, a delegate agency, or other related party was through depreciation or use allowance based on facility cost (excluding costs paid by Head Start). The grantee obtained advance Regional Office permission for any mortgage or loan agreements using collateral property acquired or subject to major renovation using Head Start funds and ensured mortgage/loan contracts include required terms.	**Compliant** 1309.10, 1309.20, 1309.21(b), 1309.21(d)(1-3), 1309.21(d)(4)(i-iii), 1309.22(a-c), 1309.23(a)(1-2), 1309.23(b), 1309.31(b), 1309.40, 220, App A(J)(14), 225, App B(11), 225, App B(37)(c), 230, App B(11)(a-b), 230, App B(43)(c)
FIS 6.2	The grantee safeguarded equipment purchased using Head Start funds by maintaining complete and accurate equipment records, verifying accuracy of records by conducting a physical inventory, and following disposition requirements. The grantee obtained advance Regional Office permission for any encumbrance of equipment acquired using Head Start funds.	**Compliant** 74.34(f)(1, 3), 74.34(g), 74.37, 92.32(d)(1-2), 92.32(e)

ERSEA

CM#	Compliance Measure	Compliance Level
ERSEA 1.1	The program develops and implements a process that is designed to actively recruit families with Head Start and/or Early Head Start-eligible children, including children with disabilities and pregnant women (if applicable), informing them of available services and encouraging them to apply for admission.	**Compliant** 1305.5(a), 1308.5(f), 645A(c)(1)
ERSEA 1.2	Prior to the agency selecting and enrolling children from families whose income falls above 100 percent of the poverty line, the program has established and implemented outreach and enrollment policies and procedures to ensure that it meets the needs of the following children: • Children from families with an income below the poverty line • Children from families receiving public assistance • Children who are homeless • Children in foster care	**Compliant** 645(a)(1)(B)(iii)(II)(aa-bb)
ERSEA 2.1	Program staff verified each child's eligibility and included in each file a statement signed by a program employee identifying the child's eligibility category and the documents examined to determine eligibility.	**Compliant** 1305.4(c-e)
ERSEA 2.2	The program enrolls children who are categorically eligible (who fall within defined income-eligibility requirements). Defined Eligibility Requirements include: • Family income is below the poverty line • Family or child receives public assistance (SSI and TANF)	**Compliant** 645(a)(1)(B)(iii)(I-II)

	• Family is homeless • Child is a foster child Additional income-eligibility requirements: • Ten percent of children enrolled in the program may be over the income threshold • An additional 35 percent of children who are not categorically eligible may be from families whose income is between 100 and 130 percent of poverty	
ERSEA 3.1	Actual program enrollment is composed at least 10 percent of children with disabilities.	**Compliant** 1308.5(c)(1-4), 640(d)(1)
ERSEA 3.2	The program enrolled 100% of its funded enrollment and maintained an active and ranked waiting list at all times, with ongoing activities and community outreach to identify underserved populations and ensure that eligible children enter the program as vacancies occur.	**Compliant** 1305.6(d), 642(g)
ERSEA 3.3	The program has documentation to support monthly enrollment data submitted to the Office of Head Start.	**Compliant** 641A(h)(2)(A-B)
ERSEA 4.1	When monthly average daily attendance in center-based programs falls below 85 percent (except in the case of illness or well-documented absences),the causes of absenteeism are analyzed, and the program initiates appropriate family support as needed.	**Compliant** 1305.8(a-b)
ERSEA 4.2	The program ensures that no child's enrollment or participation in the Head Start program is contingent on payment of a fee.	**Compliant** 1305.9

Child Health & Safety

CM#	Compliance Measure	Compliance Level
CHS 1.1	The program obtains a determination from a health care professional as to whether each child is up to date on a schedule of primary and preventive health care (EPSDT), including dental, and assists parents in bringing their children up to date as needed.	**Compliant** 1304.20(a)(1)(ii), 1304.20(a)(1)(ii)(A-B), 1304.20(a)(2)
CHS 1.2	The program takes steps to ensure that each child with a known, observable, or suspected health, dental, or developmental problem receives: • Further diagnostic testing • Examination • Treatment from a licensed or certified health care professional • A follow-up plan to ensure required treatment has begun	**Compliant** 1304.20(a)(1)(iii-iv), 1304.20(c)(3)(ii)
CHS 1.3	The program involves parents, consulting with them immediately when child health or developmental problems are suspected or identified.	**Compliant** 1304.20(e)(1)
CHS 1.4	The program: • Informs parents of health and developmental procedures • Obtains their authorization prior to performing these procedures • Explains results	**Compliant** 1304.20(e)(2)
CHS 1.5	The program has established procedures for tracking the provision of health services.	**Compliant** 1304.20(a)(1)(ii)(C)

CHS 2.1	The program, in collaboration with each child's parent, performs or obtains the required linguistically and age-appropriate screenings to identify concerns regarding children within 45 calendar days (30 days for programs operating shorter durations) of their entry into the program. The program, in collaboration with each child's parent, performs or obtains the required linguistically and age-appropriate screenings to identify concerns regarding children within 45 calendar days (30 days for programs operating shorter durations) of their entry into the program.	**Compliant** 1304.20(b)(2-3) **Compliant** 1304.20(a)(2), 1304.20(b)(1)
CHS 2.2	Children suspected of having a disability are promptly referred for further evaluation through a coordinated screening, assessment, and referral process in partnership with the LEA and/or Part C agency.	**Compliant** 1304.20(f)(2)(ii), 1308.6(a)(1-3), 1308.6(e)(1)
CHS 2.3	The program, in partnership with the LEA or Part C agency: • Works to inform and engage parents in all plans for screenings and referrals for evaluation • Ensures confidentiality of information • Encourages parent involvement in the IEP and IFSP process	**Compliant** 1304.20(e)(4), 1308.19(j), 1308.6(c)
CHS 3.1	Facilities used for center-based program options, home-based group socialization activities, or Family Child Care comply with State and local licensing requirements.	**Compliant** 1306.30(c), 1306.35(d)
CHS 3.2	The program ensures that sufficient equipment, toys, materials, furniture, and facilities are provided and are age-appropriate, safe, and supportive of the abilities and developmental level of each child.	**Compliant** 1304.53(a)(10)(xvii), 1304.53(b)(1)(iii)
CHS 3.3	The program has adequate usable indoor and outdoor space.	**Compliant** 1304.53(a)(5), 1306.35(a)(3)
CHS 3.4	The program ensures the safety and security of children by keeping facilities, materials, and equipment well maintained, clean, and in good repair. **The program has not ensured the safety and security of children by keeping facilities, materials, and equipment well maintained, clean, and in good repair. In all settings observed, 1–4% of the items on the Health and Safety Checklist indicated a concern.** **Additionally, in 1–20% of the settings observed, the same item on the Health and Safety Checklist indicated a concern.**	**Concern** 1304.53(a)(7)
CHS 4.1	Staff, volunteers, and children wash their hands with soap and running water.	**Compliant** 1304.22(e)(1)(i-iv)
CHS 4.2	Spilled bodily fluids are cleaned up and disinfected immediately according to professionally established guidelines. **Spills of bodily fluids were not observed in any of the observations conducted.**	**N/A** 1304.22(e)(3-4)
CHS 4.3	The program adopts sanitation and hygiene practices for diapering that adequately protect children's and staff's health and safety. **Diapering did not occur during any of the observations conducted.**	**N/A** 1304.22(e)(5)

CHS 4.4	The program: • Obtains information from parents about their children's health and safety needs • Identifies and plans for accommodations • Ensures that appropriate staff are informed and trained in accordance with the program's confidentiality policy	**Compliant** 1304.22(b)(3)
CHS 4.5	The program's Nutrition program is designed and implemented to meet the individual nutritional needs and feeding requirements of each child (including children with special dietary, medical, or disability needs).	**Compliant** 1304.23(b)(1), 1304.23(b)(1)(vii)
CHS 4.7	Effective dental hygiene is promoted among children.	**Compliant** 1304.23(b)(3)
CHS 4.8	The program ensures that medication is properly administered, stored, and labeled and is not accessible to children.	**Compliant** 1304.22(c)(1-2)
CHS 4.9	All infant and toddler toys are sanitized regularly. Note: Applies only to programs serving infants and toddlers **No infant/toddler settings were observed.**	**N/A** 1304.53(b)(2)
CHS 5.1	The program ensures appropriate class and group sizes based on the predominant age of the children.	**Compliant** 1306.20(g)(1-2), 1306.32(a)(2-6)
CHS 5.3	The program arranges outdoor play areas at center-based programs to prevent children from getting into unsafe and/or unsupervised areas. The program also ensures that children en route to play areas are not exposed to vehicular traffic without supervision.	**Compliant** 1304.53(a)(9)
CHS 5.4	The program ensures children are released only to a parent, legal guardian, or other individuals as designated in writing by the parent or legal guardian.	**Compliant** 1310.10(g)
CHS 5.5	No children are left alone or unsupervised while under the care of the program.	**Compliant** 1304.52(i)(1)(iii)
CHS 6.1	The program's vehicles are properly equipped.	**Compliant** 1310.10(d)(1-4), 1310.12(a)
CHS 6.2	At least one bus monitor is aboard the vehicle at all times.	**Compliant** 1310.15(c)
CHS 6.3	Each bus monitor, before duty, has been trained on: • Child boarding-and-exiting procedures • Use of child restraint systems • Required paperwork • Emergency response and evacuation procedures • Use of special equipment • Child pick-up and release procedures • Pre- and post-trip vehicle checks	**Compliant** 1310.17(f)(2)
CHS 6.4	The program ensures that persons employed to drive vehicles receive the required behind-the-wheel and classroom training before transporting children.	**Compliant** 1310.17(b)(1-7)
CHS 6.5	The program provides reasonable assistance to families to arrange transportation to	**Compliant**

	and from its activities. The specific types of transportation assistance offered are made clear to all prospective families in the program's recruitment announcements.	1310.10(b)

Family & Community Engagement

CM#	Compliance Measure	Compliance Level
FCE 1.1	Program staff engage in a process of collaborative partnership-building with all parents to: • Demonstrate respect for each family's cultural, ethnic, and linguistic diversity • Establish mutual trust • Identify family goals • Identify strengths • Identify necessary services and other supports The process begins as early after enrollment as possible and must take into consideration each family's readiness and willingness to participate.	**Compliant** 1304.40(a)(1, 5)
FCE 1.2	The program works with families to provide referrals, resources, and services that are responsive to families' needs and conducts follow-ups to determine the effectiveness of services received.	**Compliant** 1304.40(b)(1, 2)
FCE 2.1	The program provides educational opportunities for parents to enhance their parenting skills that include: • Understanding the educational and developmental needs of their children • Sharing concerns and observations about their children with program staff	**Compliant** 1304.40(e)(2-3)
FCE 2.2	Program staff: • Educate parents about how to strengthen and nurture supportive environments and relationships in the home and at the program • Identify appropriate responses to children's behaviors • Encourage parents to share concerns and observations about their children's mental health • Share observations with parents regarding their children's behavior and development	**Compliant** 1304.24(a)(1)(i-iv)
FCE 2.3	The program makes provisions for mental health program services for parents and staff that include: • Staff and parent education on mental health issues • On-site mental health consultation with mental health professionals • Activities promoting children's mental wellness	**Compliant** 1304.24(a)(3)(ii)
FCE 3.1	The program encourages parents to be full partners in the education of their children; parents are invited to no fewer than two parent-teacher conferences and home visits per year.	**Compliant** 1304.40(e)(5), 1304.40(i)(2)
FCE 3.2	The program increases families' access to materials, services, and activities critical to family literacy development, including: • Interactive literacy activities for parents and their children • Training for parents on how to be their children's primary teachers • Education and resources that lead to economic self-sufficiency and financial literacy	**Compliant** 1304.40(e)(4)(i)
FCE 3.3	The program builds parents' understanding of their rights under IDEA and builds their confidence in identifying, accessing, and advocating for resources needed to address their children's special needs.	**Compliant** 1308.21(a)(6, 10)

FCE 4.1	The program supports successful transitions for enrolled children and families, both into and out of Early Head Start and Head Start programs, by: • Ensuring each child's relevant records are transferred to the child's next school or placement • Building relationships with principals, teachers, social workers, and health staff to facilitate continuity of programming • Discussing the developmental progress of individual students with parents and future teachers • Initiating joint transition-related training for staff	**Compliant** 1304.40(h)(1, 3), 1304.41(e)(1)
FCE 5.1	The program has established and maintains a Health Services Advisory Committee (HSAC).	**Compliant** 1304.41(b)
FCE 5.2	The program has taken steps to establish ongoing collaborative relationships with community organizations that are responsive to community needs to promote the access of children and families to community services.	**Compliant** 1304.41(a)(2)
FCE 5.3	The program coordinates with and has current Interagency Agreements in place with Local Education Agencies (LEAs) and other agencies (Part C) within the service area.	**Compliant** 1304.41(a)(4), 1308.4(l)(3-5, 7)

Child Development and Education

CM#	Compliance Measure	Compliance Level
CDE 1.1	The program has engaged in a process to align its school readiness goals with the Head Start Child Development and Early Learning Framework, State Early Learning guidelines, and the requirements and expectations of the schools the children will attend to the extent that they apply to children participating in the Early Head Start or Head Start program and has consulted with the parents of children participating in the program.	**Compliant** 1307.3(b)(1)(i-iii)
CDE 1.2	The program has a system and processes in place to do the following in order to track, use, and report progress on school readiness goals: Aggregate and Analyze the following: • Individual, ongoing child-level assessment data for all children birth to age 5 • Child-level data at least three times a year using data from one or more valid and reliable assessment tools • For programs serving dual-language learners (DLLs): o Status and progress in acquiring the knowledge and skills described in the Head Start Child Development and Early Learning Framework (demonstrated in any language, including the child's home language) and toward learning English In order to use school readiness data: • Combine input from parents and families with assessment data to determine each child's status and progress in the five essential domains • Individualize experiences, instructional strategies, and services to best support each child • In combination with other program data, determine progress towards meeting program goals • Assess the fidelity of implementation of the curriculum • Direct continuous improvement related to the effectiveness of curriculum, instruction, professional development, and program design or other program decisions based on the analysis of school readiness outcomes data	**Compliant** 1307.3(b)(2)(i-ii)

	Report Results • To inform parents and the community of the program's progress in achieving school readiness goals	
CDE 2.1	The program selects and implements a curriculum that is evidence-based and is linked to ongoing assessment, with developmental and learning goals and measurable objectives.	**Compliant** 642(f)(3)(C)
CDE 2.2	The program implements a curriculum that promotes young children's school readiness in the developmental areas presented in the Head Start Child Outcomes Frameworks and, as appropriate, is aligned with State Early Learning standards.	**Compliant** 642(f)(3)(E)
CDE 3.1	The program uses information from ongoing observations, and evaluations, as well as insight from parents to determine how best to respond to each child's individual characteristics, strengths, and needs.	**Compliant** 1304.20(f)(1)
CDE 3.2	Services provided to children with identified disabilities are designed to support the outcomes contained in their IEPs or IFSPs.	**Compliant** 1304.20(f)(2)(i), 1304.21(a)(1)(ii), 1308.19(k)
CDE 3.3	The program designates a staff member or consultant to coordinate services for children with disabilities, including collaborating with other program coordinators (i.e., Education, Mental Health, and Nutrition) and staff.	**Compliant** 1308.18(a-b), 1308.20(a), 1308.6(d)
CDE 3.4	The program has secured the services of a mental health professional including on-site consultation for program staff and families that provides for timely identification and interventions to address children's mental health concerns.	**Compliant** 1304.24(a)(2), 1304.24(a)(3)(i)
CDE 3.5	The program's approach to Child Development and Education (CDE) is developmentally and linguistically appropriate and demonstrates an understanding that children have individual rates of development, interests, temperaments, languages, cultural backgrounds, and learning styles.	**Compliant** 1304.21(a)(1)(i)
CDE 4.1	The program hires teachers with the required qualifications, training, and experience.	**Compliant** 645A(h)(1-2), 648A(a)(3)(B)(i-iii)
CDE 4.3	The program ensures that all full-time Head Start employees who provide direct Education services to children have professional development plans that are evaluated regularly to assess their impact on teacher and staff effectiveness.	**Compliant** 648A(f)
CDE 4.5	When the majority of children speak the same language, at least one classroom staff member or home visitor interacting regularly with the children speaks their language.	**Compliant** 1304.52(g)(2)

— END OF REPORT —

ADMINISTRATION FOR CHILDREN & FAMILIES

Office of Head Start | 8th Floor Portals Building, 1250 Maryland Ave, SW, Washington DC 20024 | eclkc.ohs.acf.hhs.gov

To: Board Chairperson
Mr. Ramon Garcia
Board Chairperson
Hidalgo County Head Start Program, Inc.
1901 W State Highway 107
Mcallen, TX 78504

From: Responsible HHS Official
Ms. Ann Linehan
Acting Director, Office of Head Start

03/12/2014

Results from CLASS™ Observations

Thank you for your support during the recent Office of Head Start onsite CLASS™ review conducted from **01/26/2014** to **01/30/2014** of your Head Start program.

Observations were conducted in preschool center-based classrooms using the Pre-K Classroom Assessment Scoring System (CLASS™). The CLASS™ tool looks at three domains and ten dimensions of teacher-child interactions and measures those observed interactions on a seven point scale. Please share these results with the appropriate governing board, policy council, management, staff and stakeholders.

DOMAIN	Score	DOMAIN	Score	DOMAIN	Score
Emotional Support	5.6579	Classroom Organization	5.5760	Instructional Support	2.4591

DIMENSIONS					
Positive Climate	5.58	Behavior Management	5.96	Concept Development	2.42
Negative Climate*	1.04	Productivity	6.02	Quality of Feedback	2.34
Teacher Sensitivity	5.81	Instructional Learning Formats	4.75	Language Modeling	2.61
Regard for Student Perspectives	4.29				

*Note: To calculate the Emotional Support domain, subtract the Negative Climate score from 8, add the Positive Climate, Teacher Sensitivity, and Regard for Student Perspective scores, then divide by 4.

For more information on CLASS™ domains and dimensions, please see the attached description and visit the Early Childhood Learning and Knowledge Center, National Center on Quality Teaching and Learning at http://eclkc.ohs.acf.hhs.gov/hslc/tta-system/teaching.

If you have any questions, please contact your Regional Office.

cc: *Ms. Kimberly Chalk*, Regional Program Manager
Mr. Lupe Gonzalez, Policy Council Chairperson
Ms. Teresa Flores, CEO/Executive Director
Ms. Teresa Flores, Head Start Director

RECEIVED 03.25.14

Classroom Assessment Scoring System and CLASS are trademarks of Robert C. Pianta, Ph.D

About CLASS™

The Improving Head Start for School Readiness Act of 2007 requires that the Office of Head Start (OHS) include in the monitoring reviews of Head Start agencies a valid and reliable research-based observational instrument that assesses classroom quality, including the assessment of multiple dimensions of teacher-child interactions that are linked to positive child outcomes and later achievement.

CLASS™ assesses interactions between children and teachers in three broad domains of classroom quality: Emotional Support, Classroom Organization, and Instructional Support. The Office of Head Start believes that the domains of quality measured by CLASS™ remain central to its approach to child development and education and serve as important indicators of the future school readiness of all Head Start children.

For all dimensions*, the scoring principles are as follows[1]:

Low range score
1—The low range description of the CLASS™ dimension fits the classroom and/or teacher very well. All, or almost all, relevant indicators in the low range are present.
2—The low range description of the CLASS™ dimension mostly fits the classroom and/or teacher, but there are one or two indicators that are in the middle range.

Middle range score
3—The middle range description of the CLASS™ dimension mostly fits the classroom and/or teacher, but there are one or two indicators in the low range.
4—The middle range description of the CLASS™ dimension fits the classroom and/or teacher very well. All, or almost all, relevant indicators in the middle range are present.
5—The middle range description of the CLASS™ dimension mostly fits the classroom and/or teacher, but there are one or two indicators in the high range.

High range score
6—The high range description of the CLASS™ dimension mostly fits the classroom and/or teacher, but there are one or two indicators in the middle range.
7—The high range description of the CLASS™ dimension fits the classroom and/or teacher very well. All, or almost all, relevant indicators in the high range are present.

*Note: The Negative Climate dimension is inversely scored with a higher score indicating lower quality. For all other dimensions and domains, a higher score indicates higher quality.

The scores from each class observation are averaged across the grantee to result in **grantee-level** dimension scores. The grantee dimension scores are then used to calculate the grantee-level domain scores.

The scores from CLASS™ observations can be used for a variety of purposes, including professional development, program improvement, policy, goal-setting and monitoring. The Office of Head Start began using the CLASS™ for monitoring purposes in FY2010 to collect information on the experiences of children at each grantee.

In FY2012, OHS refined the use of the CLASS™ in monitoring to include the use of a randomly selected sample of center-based preschool classes for observations, a clearly articulated methodology followed by CLASS™ reviewers, and additional support for the CLASS™ reviewer pool. For each preschool class selected in the sample, trained and certified CLASS reviewers conduct two 20 minute observations and score at the dimension level using a 7-point scale at the end of each observation cycle.

[1] Pianta R, La Paro K, Hamre, B. *Classroom Assessment Scoring System Manual—Pre-K*, Paul H. Brookes Publishing Co., 2008.

Classroom Assessment Scoring System and CLASS are trademarks of Robert C. Pianta, Ph.D

AI-44128 **Head Start 17. E.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

End of Year Activities - May 2014

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

End of Year Activities

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:38 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 04:00 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program
~ May 2014 ~
End of Year Activities

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Community/ Partners Recognition	2 Parent Volunteer Recognition	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19 Children's Graduations	20 Children's Graduations	21 Children's Graduations	22 Children's Graduations	23 Children's Graduations	24
25	26 Holiday	27	28 Early Release/ Last Day of School	29 Field Staff Workday/ Staff Appreciation Recognition	30 Field Staff Workday/Field Staff Last Day of Work	31

Community/Partners Recognition – A-1 Head Start Center, 2100 Fir Street, McAllen, Texas (631-4240 or 630-9876)
Parent Volunteer Recognition – A-1 Head Start Center, 2100 Fir Street, McAllen, Texas
Staff Appreciation Recognition – A-1 Head Start Center, 2100 Fir Street, McAllen, Texas
Children's Graduations – Respective Centers

AI-44126 **Head Start 17. F.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Recruitment Report for Program Year 2014-2015

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Recruitment Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:19 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 03:58 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program - Recruitment Count

	Center	Class Quota	Recruitment Total 03/07/2014	Special Services #	Recruitment Total 03/17/2014	Special Services #	Total
1	Alamo	117	87	3	70	0	160
2	Alton	100	66	4	45	0	115
3	Donna I	136	127	2	101	31	261
4	Donna II	60	39	3	35	1	78
5	Donna IV	33	28	1	32	1	62
6	Edcouch	182	113	6	58	2	179
7	Edinburg I	57	42	2	25	0	69
8	Edinburg II	34	46	4	34	1	85
9	Edinburg III	51	30	0	34	1	65
10	Edinburg IV	194	189	16	209	6	420
11	Edinburg V	154	137	3	128	5	273
12	Elsa	57	48	3	39	3	93
13	Hidalgo	54	33	2	33	0	68
14	La Herencia	52	41	5	29	0	75
15	La Joya	94	68	7	44	1	120
16	Las Milpas I	114	110	4	62	1	177
17	Las Milpas II	51	38	2	39	1	80
18	Austin One-Stop	135	121	3	53	0	177
19	McAllen IV	51	46	8	8	2	64
20	McAllen V	57	30	2	33	1	66
21	McAllen VI	51	49	4	40	0	93
22	Mercedes I	117	92	13	47	5	157
23	Mercedes II	34	34	6	34	3	77
24	Mission I	80	66	1	41	0	108
25	Mission II	148	122	3	53	2	180
26	Mission III	51	49	1	45	2	97
27	Mission IV	55	28	2	22	0	52
28	Monte Alto	37	38	2	30	1	71
29	Palmview I	100	80	3	20	3	106
30	Palmview II	160	83	10	79	8	180
31	Palmview III	120	72	2	69	0	143
32	Pharr	95	78	0	92	7	177
33	Progreso	57	42	3	40	2	87
34	San Carlos	80	82	3	22	1	108
35	San Juan I	54	34	3	38	3	78
36	San Juan II	179	210	13	144	18	385
37	Sullivan City	94	67	8	20	2	97
38	UTPA	34	28	2	28	5	63
39	Vine Terrace	56	42	3	38	0	83
40	Weslaco I	77	87	2	39	2	130
41	Weslaco II	74	164	4	55	2	225
42	Weslaco III	97	66	3	20	2	91
43	Western Road	57	62	2	54	2	120
	Total	**3690**	**3114**	**173**	**2181**	**127**	**5595**

AI-44124 **Head Start 17. G.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids for Air Conditioning Maintenance & Repair Services

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Air Con Maint-Repairs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:37 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 03:53 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: April 23, 2014

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids for Air Conditioning Maintenance & Repair Services

RATIONALE/NEED: Administration needs to obtain new contract to have Air Conditioning Maintenance & Repair services for all the Head Start facilities.

RECOMMENDATION: Administration Recommends Approval

COST: Head Start funds for this project are available.
Account: 19-5156-20-10000-505

RELATED INFORMATION INCLUDED: Specifications

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Bid No: 2014-004-08-01 Air Conditioning Maintenance and Repair	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
McAllen, Texas

AIR CONDITIONING MAINTENANCE & REPAIR BID #2014-004-08-01
FOR
HIDALGO COUNTY HEAD START PROGRAM

April 30, 2014

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"AIR CONDITIONING MAINTENANCE & REPAIR BID #2014-004-08-01
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 4 pages.
4. Hidalgo County Head Start Program & Center Roster Exhibit B consisting of 1 page.
5. Insurance Requirements, Exhibit C, consisting of 2 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, consisting of 1 pages.
8. Project Requirements Acknowledgment / Bid Page consisting of 2 Page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 1 page.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ April 30, 2014
Ambrosio Tovar, Procurement Director Date

April 30, 2014

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "AIR CONDITIONING MAINTENANCE & REPAIR"
FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed bids will be received for **"AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the enveloped and/or package, **"BID- AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on FRIDAY AUGUST 1, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

   One or more venders may be designated as approved A Primary and/or A Secondary vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase n the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with

existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start which is payable out of funds beyond the current fiscal year. Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM and 4:30 PM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

. At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep he County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included fro your use and is to be submitted with your bid, if not on file.

Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	August 1, 2014
Project Award of Contract or Issuance of Purchase Order	_____
Project Commence Work or Deliver Products	_____

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (At the County) to disclose in the Conflict of Interest Questionnaire (the ACIQ) attached as Exhibit D, the vendor, person, consultant or contractors affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods, or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please Submit completed CIQ forms to the Hidalgo County Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

22. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:
    (A) Meet schedules;
    (B) Pay any required fees or taxes; or
    (C) Otherwise perform in accordance with the specifications.

23. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County Head Start Program, Texas.

25. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

April 30, 2014

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Head Start Program reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIR BID #2014-004-08-01

OBJECTIVE:

The objective of this contract is to provide full service for all **"AIR CONDITIONING MAINTENANCE & REPAIR"** for Hidalgo County Head Start Program at the facilities listed herein and to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's standards. Contractor understands and agrees that this is a **"LABOR AND COST OVER PARTS"** contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT:

Bidders must examine air conditioning systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of serviced required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL:

The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Serial Number of unit which was worked on**
6. **Parts – Price**
7. **Parts Mark-up Price**
8. **Purchase Order**
9. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

EQUIPMENT:

Attached is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

- The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes_____ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

EMERGENCY CALLS:

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.
(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for two (2) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:
(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

INSURANCE: Comprehensive General Liability - Coverage shall be written on an occurrence basis. Hidalgo County Head Start Program to be additional insured on General and Pollution Liability. Coverage shall provide against the following risks:

a. Board Form Property Damage
b. Independent Contractors
c. XCU Hazards (explosion, collapse, and underground damage)
d. Contractual Liability (arising from indemnity agreement in contract)
e. Completed Operations
f. Premises & Operations
g. Pollution - $ 500,000 Per Occurrence
$1,000,000 Aggregate

Comprehensive General Liability coverage shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

$500, 000 - General Aggregate Limit
$500, 000 - Products - Completed
Operations Aggregate Limit
$500, 000 - Personal and Advertising Injury Limit
$500, 000 - Each Occurrence Limit
$500, 000 - Fire Damage Limit
$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

Comprehensive Automobile Liability shall be written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage

Worker's Compensation - Texas Statutory Limit

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "B"

CENTER DIRECTORY

Exhibit "B"
CENTER ROSTER

Alamo H/S Center CM: Juan Naveja 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Maria Salinas 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Veronica Zamora 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco III H/S Center** CM: Nelda Sanchez 1317 W. Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**Austin 1-Stop H/S Center** CM: Martha DeLeon 2100 Fir Ave McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Progreso H/S Center** CM: Maricela Infante 109 W. Palm Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Western RD H/S Center** CM: Petra Martinez 8245 E. Poinsetta Dr. Mission, TX 78573 Tel: 583-9700 Fax: 581-8155
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna II H/S Center CM: Ninfa Munguia 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Ludivina Almaguer 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: Bertha Hernandez W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Donna IV H/S Center CM: Ninfa Munguia 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Mario Rendon 607 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Rodriguez 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Palmview Kitchen** HC: Susana Garcia 1208 Paula Dr. Unit 2 Mission, TX 78572 Tel: 581-7415 Fax: 581-0020
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Ana Cedillo 1208 Paula Dr. Unit 1 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**Sullivan City H/S Center** CM: Mirta Trigo 379 E. Expressway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	
Edinburg I H/S Center CM: Maria Salinas 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Cynthia Gonzalez 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 1208 Paula Dr. Unit 3 Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco II H/S Center** CM: Natalia Salas 3030 N. Texas Blvd. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the Bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County under the Texas Tort Claims Act;

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- o will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- o will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- o have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "AIR CONDITIONING MAINTENANCE & REPAIR"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2014.

_____

Notary Public

My Commission expires: _____, 2014

REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE & REPAIR”

PROJECT REQUIREMENT ACKNOWLEDGEMENT

PROJECT REQURIEMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1) Licenses:_____
2) Bonds:_____
3) Certificates:_____

   _____
4) Permits:_____
5) Other:_____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

*Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process, failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2014-004-08-01

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: _____per hour.

Parts Mark Up: _____%

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** · Less than 125,000 annual gross receipt · Black American · Native American · Less than 250,000 annual gross receipt · Hispanic American · Women · Less than 499,000 annual gross receipt · Asian Pacific American · Other · More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: · Yes · No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: · Yes · No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: · Yes · No**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the Hidalgo County Head Start Program procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ·Yes · No

If yes, by whom?: · State General Services Commission · Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: · Yes · No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed: _____.
HUB Subcontractor Name: _____. _____ HUB Status: _____.

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:
HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Fax Number:_____

Email:_____

Date:_____

Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

DRAFT

CONTRACT FOR SERVICES
C-14-XXX-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (the "Agreement") is made effective the 1st day of September 2014 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter "Contractor")

WITNESSETH:

WHEREAS, Program requires certain services which Contractor is able to provide, a description of each Service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Contractor has agreed to provide the Services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of Services the Program; and

WHEREAS, Program desires the Services to be provided by the Contractor; and

WHEREAS, the Contractor will provide the Services on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Contractor and Program agree as follows:

1. Contractor represents that Contractor is licensed by the State of Texas, and qualified to perform and execute the services provided in this Contract. If such license is suspended or revoked,

this Contract shall automatically be terminated and Contractor shall immediately notify the Program of such suspension or revocation.

2. The term of this Contract shall commence on September 1st, 2014, and terminate August 31st, 2016. The term may be extended for an additional two (2) years by mutual agreement of the parties hereto on the same terms and conditions.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency or County of Hidalgo. In addition, the Contractor shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the Services provided hereunder at any time. The Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

4. As consideration for the above and foregoing, the Contractor shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by the Program. The Contractor shall be compensated for the Services based on the fee schedule, a copy of which is attached as Exhibit “B” hereto.

5. The Contractor must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Contractor represents and maintains that Contractor is an independent contractor and is not an employee of the Program, Hidalgo County, Texas, or any

agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency therof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Contractor agrees to be responsible for any and all taxes included but not limited to federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

6. The Program and the Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

If TO PROGRAM:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

IF TO CONTRACTOR: _____
_____
_____
_____

7. Contractor agrees to provide general liability, premises liability and auto liability insurance covering his and his employee's activities in the service for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

A. The Contractor's employees, if any, who perform Services for the Program under this Agreement, shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

B. The Contractor will indemnify and hold the Program and the County of Hidalgo, its employee's, officers, elected officials and agents harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or actions caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, was Contractor's or that of any person providing services hereunder through or for Contractor. Upon written notice from the County and the Program, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

C. 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.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Agreement for ninety (90) days from the date of termination of the Contract at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

F. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

G. Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Agreement or in the selection of associates, employees, or independent contractors.

H. Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the Program, and all currently accepted and approved methods and practices of the practice or profession relating to the Services.

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 _____ and _____, and not otherwise.

IN WITNESS WHEREOF, the parties have caused their signatures to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

CONTRACTOR:

BY: _____
Name

_____
(Print Name)

_____
(Owner)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY:_____
Stephen L. Crain

EXHIBIT A

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

Description of Services

The following work is required on an as needed basis on the following (but not limited to) equipment; wall pack units, window units, Central Air/Heat Systems.

- Cleaning all components, removing dust, old lubricants or contaminants to allow Equipment to function as designed.

- Overhaul equipment and devices not in proper working order.

- Replace equipment, devices, system, compressors, or components not in proper working order.

- Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this “Emergency Repair” delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with en-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, every day, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. The additional number is

not to be used unless there has been no response to emergency calls within two (2) hours.

(d) Emergency service request may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director, designated representative of Hidalgo County Head Start Program, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Part – Price
7. Purchase Order
8. Confirmation Signature form Center Director

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

EXHIBIT B

FEE SCHEDULE:

Form **W-9**
(Rev. January 2006)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

AI-44123 **Head Start 17. H.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Facility (under same terms and conditions) with the Columbus Club of Weslaco (Weslaco II Head Start Center)

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Lease w Columbus Club

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:11 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 03:49 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: April 23, 2014

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Facility (under same terms and conditions) With the Columbus Club of Weslaco (Weslaco II Head Start Center)

RATIONALE/NEED: The existing lease agreements need to be extended in order to secure the facilities to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval

COST: Head Start (HHS-ACF) funds are available
Account: 19-20-5152-10000-505

RELATED INFORMATION INCLUDED: Memo/Lease Extension

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Center Lease Agreement for one (1) additional year as stated in the existing contract dated June 1st, 2013 between Hidalgo County and Columbus Club of Weslaco, (Weslaco II Head Start Center) for the property located at 3030 North Texas, Weslaco, TX 78596. (The "Original Lease Agreement").

If Columbus Club of Weslaco agrees to this one (1) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be July 1st, 2014 through June 30, 2015. The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:

Columbus Club of Weslaco

BY: _____

Title: _____

Date: _____

One Year Lease Agreement Extension (Cont.)

Hidalgo County Head Start Program

_____

Teresa Flores, Executive Director

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

_____

Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

_____

Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioners' Court:

AI-44122 **Head Start 17. I.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and The University of Texas Pan American

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

MOU w UTPA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:11 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 03:46 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: April 23, 2014

SUBJECT: Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the University of Texas Pan American

RATIONALE/NEED: Memorandum of Understanding (MOU) is needed to continue providing Head Start services to children of the community.

RECOMMENDATION: Administration recommends approval

COST: There is no cost for the use of classrooms

RELATED INFORMATION INCLUDED: Memorandum of Understanding and Memo

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas-Pan American
2014 – 2015

WHEREAS, the County of Hidalgo Acting by and through the Hidalgo County Head Start Program ("Head Start"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at The University of Texas-Pan American campus, hereinafter referred to as "University".

WHEREAS, the University desires to provide facilities for Head Start to provide its services to qualified children of the service area,

NOW THEREFORE, The University and Head Start agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular Head Start hours, in order to provide child development and daycare services for qualified children of the service area (the "Services"). Head Start will operate between the hours of 7:30 a.m. and 5:30 p.m. as needed in facilities provided and designated by the University at College of Education Model Lab Center. The University will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, and office space (the "Facility"); a minimum of three (3) reserved parking spaces for parents and a playground area to be used by the Head Start Program for a program defined above will also be provided.

2. Term

The term of this Memorandum of Understanding is for one (1) year commencing August 1, 2014 and terminating July 31, 2015.

3. Facilities

The University hereby agrees to provide two (2) classrooms located in the College of Education ("COE"), a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a playground area on a year round basis for Head Start to conduct its Early Childhood Development Program. Head Start agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Utility cost will be prorated by the parties based on the square footage

occupied by Head Start. Head Start will also pay for all expenses associated with the maintenance of the Facility and seven (7) parking passes for the Head Start staff. Head Start shall coordinate all programs and schedules with the assigned Liaison of the University. Head Start assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of Head Start on the premises of the University. In connection therewith and not in any way limiting the foregoing, Head Start expressly assumes all liability and responsibility for theft or damages to property of Head Start located on the premises of the University.

4. Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Head Start agrees to carry insurance in the amounts shown below. Head Start will furnish the University with certificates of insurance covering all required policies.

- Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Rented Premises	$ 100,000
Medical Expenses (any one person)	$ 10,000
Personal & Advertising Injury	$1,000,000

- Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name University as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of University. All policies with the exception of Workers'

Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to University.

5. Indemnification

TO THE EXTENT ALLOWED BY LAW, HEAD START WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM HEAD START'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF HEAD START, ANYONE DIRECTLY EMPLOYED BY HEAD START OR ANYONE FOR WHOSE ACTS HEAD START MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT ALLOWED BY LAW, UNIVERSITY WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY HEAD START, AND HOLD HARMLESS HEAD START AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM UNIVERSITY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF UNIVERSITY, ANYONE DIRECTLY EMPLOYED BY THE UNIVERSITY OR ANYONE FOR WHOSE ACTS THE UNIVERSITY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

6. Other

The University agrees to collaborate with Head Start through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in Head Start Model Lab Center to include: Early childhood Education,

Bilingual Education and Special Education. Head Start agrees to allow the University to use the Head Start classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. Head Start agrees to allow the University to use the Head Start classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). Head Start agrees to allow University faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. Head Start will request permission from Head Start parents whose children are participating in the COE Head Start Model Lab Center to be part of the naturalistic observation which takes place daily. The observation will be done through the one-way view windows in classrooms 1.404 and 1.406.

7. Termination

The University and Head Start shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) day notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to University:
The University of Texas-Pan American
1201 W. University Dr.
Edinburg, TX 78539
Attention: Martin Baylor
Vice-President for Business Affairs

with copy to:
The University of Texas-Pan American
1201 W. University Dr.
Edinburg, TX 78539
Attention: Norma Dryer
Director of Materials Management

If to Head Start:
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540
Attention: Teresa Flores
Executive Director

8. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, Head Start agrees and acknowledges that University is entering into this Memorandum of Understanding in reliance on Head Start's special and unique knowledge and abilities with respect to the operation and management of the Services. Head Start accepts the relationship of trust and confidence established between it and University by this Memorandum of Understanding. Head Start will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of University in accordance with University's requirements and procedures, in accordance with the highest standards of Head Start's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders.

9. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and access only the Facility to perform the Services and will have no right to use or access any other University facilities. University will permit Head Start to use the Facility in accordance with the license contained in this Section. University licenses the Facility in its current, "as is" condition to Head Start for use by Head Start and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the Facility. University may enter the Facility at any time for any reason. No unlawful activities will be permitted in the use of the Facility. Head Start will comply with all Applicable Laws in connection with the use of the Facility. Head Start will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the Facility or any other University facilities without the prior written approval of University and with project management of renovations by University.

Head Start will not harm the Facility or make any use of the Facility that is offensive as determined by University. Upon expiration or termination of this Memorandum of Understanding for any reason, Head Start will remove Head Start Owned Equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Facility in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Head Start not removed within two (2) days following the termination will be deemed abandoned by Head Start and University may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Head Start.

Head Start will not suffer any mechanic's lien to be filed against the Facility or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Facility for Head Start. Nothing in this Memorandum of Understanding will be construed as the consent of University to subject University's estate in the Facility or adjoining facilities to any lien.

The Facility is sufficiently equipped for Head Start to provide the Services in accordance with the terms and conditions of this Memorandum of Understanding.

Date:_____

By:_____
Martin Baylor, VP for Bus Affairs
The University of Texas-Pan American

Date:_____

By:_____
Honorable Ramon Garcia
Hidalgo County Judge

Approved As to Form:
Oxford & Gonzalez

Date:_____

By:_____
Ricardo Gonzalez

By:_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

Approved As to Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

ATTEST:

By:_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved by Policy Council: April 16, 2014
Approved by Commissioner's Court:

AI-44121 **Head Start 17. J.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Accept Proposal to Increase the Enrollment of Three (3) Year Old Children in the Pharr-San Juan-Alamo (P-SJ-A) Area and Decrease Enrollment in Other Areas

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Increase Enrollment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:11 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 02:49 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 23, 2014

SUBJECT: Discussion/Approval to Accept Proposal to Increase the Enrollment of Three (3) Year Old Children in the Pharr-San Juan-Alamo (P-SJ-A) Area and Decrease Enrollment in Other Areas

RATIONALE/NEED: As the recruitment lists were reviewed, it is apparent that some areas of the County exhibit greater need for Head Start services than others. The P-SJ-A school district area is one area with extensive waiting lists. The plan is to relocate children slots for three (3) year old children from other parts of the county with less need to the P-SJ-A district Head Start Centers.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: See Attached Memorandum Regarding P-SJ-A District Partnership

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director T Flores

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Policy Council Members
Commissioners' Court Members

FROM: Teresa Flores, Executive Director

SUBJ: Pharr-San Juan-Alamo (P-SJ-A) Independent School District Partnership

DATE: April 11, 2014

The Pharr-San Juan-Alamo Independent School District has a unique partnership with the Hidalgo County Head Start Program since 2005. The partnership began as a pilot and was later fully funded by the District. Essentially, the primary focus is to address School Readiness and to insure a seamless transition to the public school setting. One salient feature of the partnership is the provision of a certified district teacher for every two classrooms. In addition a district principal, a program specialist and a parent educator provide administrative and support services to the children and families in the district Head Start classrooms. Much collaboration, coordination, cooperation and communication has made this a very successful model for the delivery of services. The overall commitment from both district and program staff over the years has benefited children and families immensely. In 2012 the partnership earned the distinguished HEB Excellence Award as being the best early childhood education program in the state.

Services for Four Year Olds

During the past year several meetings were held with the superintendent, Dr. Daniel King, Ms. Connie Casas, Early Start Principal, and other district administrative staff to discuss options for expansion and further development of the model to continue integration of best practices. The plan is to provide an exemplary data driven model which could be replicated to insure that children will be "on level" as they began Kindergarten. The final agreement includes the following:

1. Relocate all incoming four year old children to a PSJA Elementary Campus.
2. The operation and administration of the classrooms would remain under Hidalgo County Head Start in its entirety. The only change will be the site.
3. The Program and District staff would continue all collaboration, coordination and cooperation activities as plans are carried out to improve on the model.
4. District facilities would be adapted to meet Head Start and Child Care Licensing Minimum Standards. This would include security and access to appropriate playground space and equipment.
5. Vacant children slots would be filled with children from waiting lists which may include three year old children when four year old children are not available.
6. District and program staff development and mentoring activities would continue as in the past.
7. All other areas listed in the Memorandum of Understanding between the district and the program would continue as agreed upon.

Expansion of Services for Three Year Olds

The waiting lists for the 2013-2014 are so extensive in the district Head Start centers that Program staff are proposing to relocate slots from other areas where the demand for services is not at critical. This relocation would place three year olds in the Head Start classrooms vacated by the four year olds. The district administrative staff has agreed to provide a certified early childhood education teacher for every two classrooms of three year old children as is the arrangement in all other district Head Start classrooms. Program staff and district staff believe that the additional classrooms in this setting would provide access to critically needed services with the best opportunity for success in early intervention.

AI-44119 **Head Start 17. K.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Accept Pharr-San Juan-Alamo's (P-SJ-A) Proposal to Serve Four (4) Year Old Children in P-SJ-A Facilities in 2014-2015

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Serve 4 Year Olds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:10 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 02:43 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 23, 2014

SUBJECT: Discussion/Approval to Accept Pharr-San Juan-Alamo's (P-SJ-A) Proposal to Serve Four (4) Year Old Children in P-SJ-A Facilities in 2014-2015

RATIONALE/NEED: The P-SJ-A school administration has proposed to provide classroom space for all four (4) year old Head Start children served in the district. The relocation of the classrooms would provide both P-SJ-A and Hidalgo County Head Start Program with a partnership which would maximize school readiness and family engagement opportunities.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: See Attached Memorandum Regarding P-SJ-A District Partnership

****

INITIATED BY: Teresa Flores, Executive Director Teresa Flores

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Policy Council Members
Commissioners' Court Members

FROM: Teresa Flores, Executive Director

SUBJ: Pharr-San Juan-Alamo (P-SJ-A) Independent School District Partnership

DATE: April 11, 2014

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During the past year several meetings were held with the superintendent, Dr. Daniel King, Ms. Connie Casas, Early Start Principal, and other district administrative staff to discuss options for expansion and further development of the model to continue integration of best practices. The plan is to provide an exemplary data driven model which could be replicated to insure that children will be "on level" as they began Kindergarten. The final agreement includes the following:

1. Relocate all incoming four year old children to a PSJA Elementary Campus.
2. The operation and administration of the classrooms would remain under Hidalgo County Head Start in its entirety. The only change will be the site.
3. The Program and District staff would continue all collaboration, coordination and cooperation activities as plans are carried out to improve on the model.
4. District facilities would be adapted to meet Head Start and Child Care Licensing Minimum Standards. This would include security and access to appropriate playground space and equipment.
5. Vacant children slots would be filled with children from waiting lists which may include three year old children when four year old children are not available.
6. District and program staff development and mentoring activities would continue as in the past.
7. All other areas listed in the Memorandum of Understanding between the district and the program would continue as agreed upon.

Expansion of Services for Three Year Olds

The waiting lists for the 2013-2014 are so extensive in the district Head Start centers that Program staff are proposing to relocate slots from other areas where the demand for services is not at critical. This relocation would place three year olds in the Head Start classrooms vacated by the four year olds. The district administrative staff has agreed to provide a certified early childhood education teacher for every two classrooms of three year old children as is the arrangement in all other district Head Start classrooms. Program staff and district staff believe that the additional classrooms in this setting would provide access to critically needed services with the best opportunity for success in early intervention.

AI-44207 **Public Defender's Office 18. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Jaime E. Gonzalez **Submitted By:** Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender's Office - Capital Murder Section:
1. Discussion, consideration, and action to approve a resolution authorizing the submittal of an application for a new grant - FY2015 Indigent Defense Multi-Year Discretionary Grant (Capital Murder) Program.
2. Approval to designate the County Judge as the Authorized Official.

BACKGROUND

Reference: AI# 43177 2-25-14

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

See attached worksheet for proposed 1st year cost.

Tier Two due date May 9, 2014

Notice to proceed received from grantor.

The Discretionary grant program is a competitive grant;
this letter does not guarantee funding but allows the county to proceed…

This grant (Multi-year) will require a cash match (if awarded):
Yr 1 - 20%
Yr 2 - 40%
Yr 3 - 60%
Yr 4 - 80%

Attachments

FY15 RESOLUTION
NOTICE TO PROCEED
RFA
PROPOSED COST WORKSHEET

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 09:05 AM

Manuel Chapa	Manuel Chapa	04/25/2014 01:08 PM
Rosalinda Cantu	Rosie Cantu	04/25/2014 05:29 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Patti Loya Started On: 04/22/2014 04:45 PM

Final Approval Date: 04/25/2014

015 Hidalgo County Resolution
Indigent Defense Discretionary Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Commission on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Jaime E Gonzalez is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2014.

_____
Ramon Garcia
County Judge

Attest:

_____
County Clerk

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #D201510820140312. This grant application submission was in accordance with the Commissioners Court Resolution above.

_____
Ramon Garcia
County Judge

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

Chair:
The Honorable Sharon Keller
Presiding Judge, Court of Criminal Appeals

Vice Chair:
The Honorable Olen Underwood

Ex Officio Members:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable Roberto Alonzo
Honorable Abel Herrero
Honorable Sherry Radack
Honorable Linda Rodriguez
Honorable Royce West
Honorable John Whitmire

Members Appointed by Governor:
Honorable Jon Burrows
Mr. Don Hase
Mr. Anthony Odiorne
Honorable Olen Underwood
Honorable B. Glen Whitley

Executive Director:
James D. Bethke

April 8, 2014

The Honorable Ramon Garcia
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78540
VIA E-Mail: yolanda.chapa@co.hidalgo.tx.us

Re: Notice to Proceed on FY2015 Discretionary Grant Application Hidalgo County – New Multi-year

Dear Judge Garcia,

Hidalgo County may proceed with completing the requirements of the full FY2015 Discretionary Grant proposal titled **Hidalgo County Public Defender's Office - Capital Murder Section**. The Intent to Submit Application **(ISA)** was submitted in accordance with the posted rules and timeframe by Jaime E Gonzalez at 3/12/2014 11:02:00 AM, Confirmation Number D201510820140312.. The Discretionary Grant Program is a competitive grant. This letter does not guarantee funding but allows the county to proceed to develop the full proposal, or Tier Two phase, as outlined in the FY15 Requests for Applications (RFA).

Hidalgo County must complete the **online application** on or before **5:00 PM on May 9, 2014,** at http://tidc.tamu.edu. Also, the **Resolution/Internet Submission Form** must be approved by the Commissioners Court, signed by the presiding official, scanned & emailed to TIDC before **May 9, 2014**. Any other **letters of support** or other documents supporting the final application should also be scanned and emailed by **May 9, 2014**. Please label these files carefully to avoid delays in the review process.

The Intent to Submit Application was consistent with the RFA and was determined to have met one or more of the listed priorities. Please consider the following suggestions and address any relevant issues when writing the full proposal:

1) Carefully review the RFA and meet the requirements specified.
2) Develop a full budget with a narrative that supports the activities described. Any item listed in the budget but not described in the activities section cannot be considered.
3) Hidalgo County must certify that an acceptable number of the local judiciary hearing capital cases will participate in the implementation of the final application. Please

review Attachment B-Cooperation Agreement on page 13 of the RFA.

4) The Commission has provided a significant amount of resources for defense of capital cases. Hidalgo County must coordinate with the leadership of the Lubbock County Regional Public Defender—as well as other Capital Murder defense programs around the state such as Dallas County and El Paso public defender offices—to develop the final application for this program.
5) Fully describe the phases involved in the development and implementation processes. Please be realistic in planning for the implementation of the project.
6) Please review the "Public Defender Offices and Direct Client Services" section of Attachment C-Required Program Elements on page 15 of the RFA. Be sure to include any required elements described in this section in the activities portion of the final application.
7) The evaluation for multi-year grants is comprised of milestones and accomplishments, measured activities and impact measures. Please provide details about how the program will be measured including hiring policies, operational procedure manual, caseload and amendments to Indigent Defense plans.
8) Please be sure to include the minimum qualifications of the new section's managing attorney in the application.
9) Data Collection Agreements (see page 7 of the RFA) must be put into place before the start of the program and must accompany the full proposal.
10) TIDC staff is available to assist with the application and planning of this program. If you would like to schedule a site visit or discuss the application, please contact us.

Please call—toll free in Texas at (866) 499-0656—if you have any questions about the application process. You may also call my direct line at 512-936-6996.

Sincerely,

Bryan Wilson
Grants Administrator

Copy VIA E-MAIL:
The Honorable Bobby Flores: runbobbyrun@yahoo.com
The Honorable Aida Salinas Flores: aida398@aol.com
Mr. Jaime E Gonzalez: jimmy.gonzalez@co.hidalgo.tx.us

FY15 Competitive Discretionary Grant Program

Requests for Applications (RFA)

January 14, 2014

Competitive Grant Fund Categories

New Single-Year Discretionary Grants—Fiscal Year 2015

Minimum: $5,000 per application.

Single-Year Discretionary Grants provide funding for software and process developments to improve indigent defense. The single-year discretionary grant pays up to 100% of an awarded activity on a reimbursement basis.

New Multi-Year Discretionary Grants—Fiscal Year 2015

Minimum: $50,000 per application.

Multi-Year Discretionary Grants provide funding for direct client service programs that represent indigent defendants. These grants require a cash match as described below. A county will be required under this grant to re-apply for continued funding each grant year. The multi-year discretionary grant fund will pay up to a rate of 80% of total project costs for the first year; 60% for the second year; 40% for the third year; and 20% for the fourth year. Awarded activities are funded yearly on a reimbursement basis.

New Menu Option Discretionary Grants—Fiscal Year 2015

Maximum: $50,000 per application.

These single year grants are for videoconference (VC) and indigent defense coordinator (IDC) programs that have been funded numerous times by the commission and have demonstrated success in improving indigent defense systems. The New Menu Option Discretionary Grant program will pay up to 50% of the total project costs, with a maximum award of $50,000 per county. Individual counties interested in implementing an IDC or a VC system should submit their requests through the Menu Option feature in the on-line system. Applications for ***regional*** *IDC or VC programs must be submitted using the conventional single-year discretionary grant application above. The number of Menu Option Applications may be limited based on availability of funds and number of applications submitted. Samples of the Menu Option grant applications are provided in Attachments D and E.*

Eligibility

- Only counties are eligible to apply for grant funds. Counties may apply jointly for funding but must designate one county as the grant recipient.
- The Countywide Indigent Defense Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Countywide Plan Submission Instructions.

Due Dates for Submission Process (Two Tier Process)

Tier One: Counties must complete Intent to Submit Applications **(ISA)** on-line by **5:00 PM on March 14, 2014.** The ISA is an abbreviated online submission described later in this document.

Tier Two: After a review by the grant administrator, a county may be invited to submit a full application. The final application **is due by 5:00 PM on May 9, 2014.** Late submissions will not be accepted.

Method of Application

On-line submission at http://tidc.tamu.edu

Period for Funding and Program Operation

Grants are awarded for one-year periods from October 1, 2014 to September 30, 2015. The Commission will consider funding multi-year projects on an annual basis.

Legislative Purpose

The Commission on Indigent Defense was established to: 1) provide technical support to assist counties in improving their indigent defense systems; 2) distribute funds in the form of grants to counties to provide indigent defense services in the county; 3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant; 4) develop policies and standards for providing legal representation and other defense services to indigent defendants at trial, on appeal, and in post-conviction proceedings; and 5) develop a plan that establishes statewide requirements for counties relating to reporting indigent defense information.

Applicable Authority and Rules

All Texas Indigent Defense Commission (Commission) grant programs are governed by one or more of the following statutes, rules, and standards. These documents are available at the Commission website: http://www.tidc.texas.gov.

- Texas Government Code Chapter 79 & Section 81.054
- Texas Administrative Code Title 1 Chapter 173 and Chapter 174
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts

Section I. Submission Information

Submission Requirements (Two Tier Process)

All counties that submit new grant applications must complete an online Intent to Submit Application (ISA). ISAs must be submitted on-line by **5:00 PM on March 14, 2014**. If invited to submit a full application, the County must complete the online application by **5:00 PM on May 9, 2014.** All court commitment documents, supporting documents, and resolution/internet submission form supporting the grant applications must be completed entirely and submitted together. **Incomplete submissions will not be considered. Late submissions will not be considered.** Additional requirements are below.

Tier One– Intent to Submit Application (ISA) Requirements

a. **Abbreviated Description of Program–** Counties will submit a short and succinct description of an **indigent defense** improvement the courts or county want to implement. This description will be written into the on-line system (http://tidc.tamu.edu/).

b. **Internet Submission Required–** All county judges, local administrative district judges, local administrative statutory county judges, and county fiscal officers have been assigned a unique user name and password for grant application, plan submissions, and expense report submissions in the Commission's Grant and Plan Management Website. Please contact the Commission Grants Administrator if other persons need access to the system or if the access information was misplaced.

c. **Court Commitment–** The ISA must contain a letter of support from at least one judge who will be affected by or participate in the proposed program. A judge hearing criminal or juvenile matters may complete the on-line ISA without a letter but the full application will need a court commitment document (Attachment B). Please scan and email these documents to the Grants

Administrator (bryan.wilson@txcourts.gov), or mail them to 209 West 14th Street, Suite 202, Austin, Texas 78701**.**

d. Due Date for ISA– All **ISAs and supporting documents** must be submitted by **5:00 PM on March 14, 2014,** on the website (http://tidc.tamu.edu). A confirmation number will be assigned to all online ISA submissions.

Tier Two – Full Application Requirements

a. Notice to Proceed with Application – The Grants Administrator will review all ISAs and provide a written **Notice to Proceed with Application** to those counties that best demonstrate that they meet the priority funding and other requirements contained in this RFA.

b. Internet Submission Required – As with the ISA, all applications must be submitted using the Commission's Grant and Plan Management Website.

c. Resolution/Internet Submission Form – The Resolution/Internet Submission Form (See Attachment A) must also be submitted in order for Commission staff to consider the full application. This form must be printed from the Commission's application website, and adopted by the County Commissioners Court, and signed by the applicant's authorized official before the deadline for applications.

i. The adopted resolution (available online described above) is the official authorization from the Commissioners Court for the grant request. It names the grant officials required in Texas Administrative Code Chapter §173.301. It is also a pledge to take legal responsibility for the appropriate expenditure of the funds, if they are awarded. Finally, it certifies that the information submitted in the application material is true and correct and that the county will abide by all relevant rules, policies, and procedures if awarded the grant funds by the Commission.

ii. The Internet Submission Form is a separate form contained on the bottom of the Resolution Form. The Internet Submission Form must contain a confirmation number that will be generated when the application is submitted. The confirmation number may be completed by hand after the Resolution Form is approved by Commissioners Court and the application is submitted.

iii. The complete Resolution/Internet Submission Form must be scanned and emailed or mailed to the Commission.

d. Court Commitment– The judiciary is responsible for implementing indigent defense procedures within counties. Applications must include letter(s) of support from the affected judges who will participate in or implement the program (see Attachment B). Attachment B is a **sample form** and must be edited to describe the level and type of commitment the judges provide to the specific program in the application. All documents should be scanned and emailed or mailed together and be clearly labeled.

e. Supporting Documents– Additional material such as timelines, data collection cooperation agreements, general letters of support, or other documents that the county uses to support its application must be submitted to the Grants Administrator at the time of the final application. All supporting documents should be scanned and emailed or mailed together.

f. Due Date for Full Application– All **full applications, court commitments, and supporting documents** must be submitted by **5:00 PM on May 9, 2014,** on the website (http://tidc.tamu.edu). A confirmation number will be generated by the system for all online submissions. This is the number that needs to be entered in the Internet Submission Form portion (bottom) of the Resolution.

g. Continued Multi-year Grant applications must be submitted by 5:00 PM on May 9, 2014. The Resolution and a new Attachment B for FY15 must be included with the application along with any request for changes, amendments or adjustments.

h. Single counties applying for the New Menu Option Applications must submit on or before 5:00 PM on May 9, 2014. Resolution and Attachment B must be included with the application.

Submission Requirements

General Submission Requirements

a. New Programs and Positions– Only new programs and/or positions will be funded. This may include adding new positions or elements to existing programs. The county must make a clear distinction in the application narrative of how the requested positions will perform work that is not currently done.

b. Maximum Applications– A county may submit only one new single-year and one new multi-year application per fiscal year for a maximum of two new applications. The county shall indicate if it seeks funding for a single-year or multi-year program.

c. Grant Officials– Each grant must have the following designated to serve as grant officials:

i. Program director. This person must be the officer or employee responsible for program operation or monitoring or implementation of the indigent defense plan and will serve as the point-of-contact regarding the program's day-to-day operations.

ii. Financial officer. This person must be the county auditor or county treasurer if the county does not have a county auditor.

iii. Authorized official. This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official.

iv. The program director and the authorized official may be the same person. The financial officer may not serve as the program director or the authorized official.

Fiscal Submission Requirements

a. Multi-Year Funding– Funding is available for multi-year programs to encourage innovative long-term programs to improve the delivery of indigent services. Generally, multi-year grant programs are awarded one year of funding that may be renewed for up to four total years of funding.

b. Equipment Costs– Equipment and other one-time costs will only be funded in the first year of the grant unless permission is granted by the Commission in writing. The Commission's portion of the grant and the cash match after the first year of funding will be calculated based on the total project costs less the equipment expenses from the first year.

c. Calculating the Cash Match–

i. **Formulas:**

1. Total Project Cost multiplied by percent of match required = Total Match Required
2. Total Project Cost minus Total Match Required = Total Commission Grant Request

ii. **Match Requirements:**

1. **Single-Year Grant Funded Positions–** Applicants for all single-year discretionary grants that request full time equivalent positions (FTE) must provide a fifty percent (50%) cash match.
2. **Single-Year Videoconferencing–** Applications for videoconferencing equipment require a fifty percent (50%) cash match. Upon completion of the implementation stage the county must demonstrate that it is able to connect to one other funded or previously funded county. Counties may use the videoconferencing system for any hearings authorized under Texas Code of Criminal Procedure Chapter 46B.
3. **Multi-year Requests–** Counties must provide a cash match from county or other funds of 20% of total project costs in the first funding year, 40% the second funding year, 60% the third funding year, and 80% the fourth funding year. An applicant's use of matching funds must comply with the same statutes, rules, regulations, and guidelines applicable to the use of the Commission funded portion of a grant project.
4. **Use of Program Income–** Applicants may use funds received through program income to fulfill the matching funds requirement, if applicable.

Section II. Program Information

Priority Program Funding

The Commission may provide grant funds to any program that improves the provision of indigent defense services. See Attachment C for a list of the types of programs that have been funded in the past and requirements by program type.

Program Priorities

Applications for the following programs shall be given funding priority:

- Regional indigent defense services
- Specialized (mental health, juvenile, capital, etc.) indigent defense services
- Programs that serve rural areas
- Programs that measure the quality of representation for indigent defendants
- Online indigent defense management systems

Preferred Applications will have the following characteristics:

- Demonstrate a good likelihood the proposed activity will be a model program or can be duplicated in other jurisdictions.
- Involve coordinated multi-county submissions.
- Demonstrate a county's(ies') long term commitment to the program. For instance a seed program that requests funds from the Commission to start a program the county will maintain over time.
- Contain cash match from the county or other non-governmental source.
- Have minimal or no indirect costs requirements.
- Come from small counties (less than 50,000 population) or mid-sized counties (50,000 to 250,000 population).

Program Requirements

Counties that fulfill most of the program requirements and develop programs consistent with the Commission's standards, related statutes, and above listed priorities are most likely to receive funding.

Commission Fund Guidelines

a. **Right of Refusal–** The Commission reserves the right to reject any or all of the applications submitted.
b. **State Funds Availability–** All commitments are subject to availability of state funds.
c. **Awards–** Publishing the RFA does not obligate the Commission to fund any programs.
d. **Partial Funding–** The Commission may choose to offer funds for all or any portion of a program submitted in the application.
e. **Substitution–** The Commission may offer alternative funding sources, special conditions or alternative program elements in response to submitted applications.
f. **Competitive Grants–** Receipt of a notice to proceed with application does not guarantee funding by the Commission or remove the competitive nature of these funds. The advance review of the ISA assists the Commission to provide feedback to counties and assists the county in knowing what types of programs best meet the Commission's priorities and strategic plan elements. Menu Option applications will be reviewed based on availability of funds.
g. **Review Criteria–** This is a competitive grant program. Commission staff will review each grant using objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Commission. Menu Option applications will be reviewed based on availability of funds.
h. **Final Selection–** The Commission may select and award programs that reflect geographic diversity, demographic diversity, and/or distinctive program elements at its own discretion.

i. **Future Funding on Multi-Year Projects–** The Commission will commit funding for only the current grant year. Future funding will be based on the county's submission of a new application to continue funding in subsequent years, submission of progress reports, a demonstration of successful progress made in implementing the program, and future availability of funds.

j. **Impact of Formula Grant–** Counties that receive multi-year discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Formula Grant payments will be made as scheduled. The county will submit its Indigent Defense Expenditure Report on or before November 1 of each year. If the impact of the Multi-Year funded program results in an overall reduction of the county's indigent defense expenses below the baseline period, then all or a portion of the formula grant may need to be returned to the Commission as directed by the Commission.

k. **Delayed Start–** For multi-year grants, counties often begin program expenditures after the beginning of the initial grant year. The Commission will provide the 80% of funding based on twelve months of expenditures if the county spends at a reasonable level consistent with the funding plan. The county must have an unexpended balance for the delayed period to carry forward into the new period of within 10% less any start-up costs. The county may purchase start-up items at the beginning of the initial grant period. The program will be determined to start when the first program position is hired. The one-year percentage of funding amounts will be calculated from the first month of program operation rather than the first day of the initial grant period. If approved, the county will enter into the succeeding grant period with the previous match funding for the length of the delayed funding. The remainder of the renewed grant period will be the current fiscal year match. This process will carry forward each year that the program is renewed until the final (fourth) year. The final contract will be written for the length of time to complete the funding schedule transaction at the appropriate percent match.

   Example: *ABC County receives an initial $100,000 four-year grant beginning October 1, 2014, with the Commission reimbursement percentages equaling 80% in the first grant year, 60% in the second, 40% in the third, and 20% in the fourth. However, ABC County does not begin spending for the program until April 1, 2015. The county applies and is approved to receive continued funding for the grant year beginning October 1, 2015. The county may receive 80% funding through March 31, 2015, which is eighteen months from the beginning of the initial grant period but only twelve months from the beginning of the program start date (April 1, 2015).*

Program Eligibility Requirements

a. **Compliance with Commission Requirements:**

   i. All counties are statutorily required to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. In accordance with TAC §173.109, the report will be made through the internet.

   ii. Local Administrative District Judges, Local Statutory County Court Judges (or County Judge as applicable) and the Chairs of Juvenile Boards must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Texas Indigent Defense Commission as required in Government Code §79.036. The Countywide Plans must be submitted by November 1st of each odd numbered year in the form and manner prescribed by the Commission.

b. **Compliance with Monitoring Reports:** A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.

Program Fiscal Requirements

a. **Fund Use–** Funds must be used to pay for the direct and/or administrative costs of providing and improving indigent defense services in the county(ies).
b. **Supplanting Prohibited–**Commission funding can only be awarded for **new programs;** a county may not reduce the amount of funds provided for [existing] indigent defense services in the county because of funds provided by this grant.
c. **Allowable Costs–** Grants provided under this chapter may be used by counties for:
    i. Attorney fees for indigent defendants accused of crimes or juvenile offenses;
    ii. Expenses for licensed investigators, experts, forensic specialists, or mental health experts related to the criminal defense of indigent defendants; and
    iii. Other approved expenses allowed by this grant program or necessary for the operation of a funded program.
d. **Unallowable Costs–** The Commission has adopted the Uniform Grant Management Standards (UGMS) to determine unallowable costs. See UGMS for a full list of unallowable costs. Specifically, in accordance with UGMS and/or the grant rules the following conditions apply to these grant funds:
    i. General government costs are unallowable;
    ii. Costs of law enforcement, prosecution, and incarceration are unallowable;
    iii. Replacing existing county funding with grant funds is unallowable; and
    iv. Funding positions that previously existed or currently exist in the county is unallowable
e. **Failure to Begin–** Failure to begin operating the program by the grant application review period constitutes a failure to meet performance measures.
f. **Dual Use–** If a county applies for an indigent defense program that may be tied to a general government process, the county must provide documentation and rationale to establish a basis of costs to determine the portion of a program/project attributable to indigent defense.

Program Reporting Requirements

a. **Maintain Official Contact Information–** All counties must maintain the grant and plan officials' contact information on the counties' home page on http://tidc.tamu.edu. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local statutory county judge and county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.
b. **Reports–** Online fiscal and program reports are required to be submitted each quarter. All grants will require at least one follow-up report outside of the grant period. If selected for funding, report periods will be provided in the Statement of Grant Award.
c. **OCA Reporting–** The applicants' county and district clerks must be in compliance with reporting requirements promulgated by the Texas Judicial Council. The district clerks and county clerks must submit their monthly court activity reports to OCA electronically.

Program Records Requirements

a. **Data Collection and Agreements** - The County must collect data to support the evaluation of the program's impact and compliance with the Fair Defense Act. This will require Data

Collection Agreements from county offices or departments to provide information to the program director on a regular basis.

b. Records Retention– Counties must maintain records related to the funded activity for at least three years after the end of the grant period. Records may be stored electronically.

c. Monitoring and Auditing– Records must be made available to the Commission or its designees upon request. (See Texas Administrative Code, Rule §173.401 for more details.)

Program Equipment, Purchasing and Contract Requirements

a. Use DIR State Contract– All technology equipment and software must be purchased from the DIR State Contract unless the County demonstrates in a written exception request good reason why the state contract cannot be used and the grants administrator has granted a written exception.

b. Inventory– Equipment purchased with grant funds is the property of the county. The Commission requires each grantee to maintain an inventory report of all equipment purchased with grant funds. This report must comport with the final financial expenditure report. Within 90 days after the grant period expires, grantees must complete a physical inventory of all grant funded property and the grantee must reconcile the results with the existing property records.

d. Equipment and Software Maintenance– All equipment and software purchased with grant funds shall include at least three (3) years and no more than five (5) years of maintenance to ensure the equipment and software will operate as intended during and beyond the grant period. **For multi-year grants, the cost of the actual equipment and other one-time costs will only be funded the first year of the grant and will not factor into the overall project costs in subsequent years of funding.**

e. Technology Standards– Applications that include purchase of information technology products must document how the projects meet technology standards adopted by the Texas Department of Information Resources (DIR) and Judicial Committee on Information Technology (JCIT) as applicable. If no standards are available from DIR or JCIT, then the county must meet commonly accepted technology standards such as Open Data Base Compliant (ODBC) or Transmission Control Protocol/Internet Protocol (TCP/IP) as applicable.

f. Electronic Case Filing – Counties developing software or programs must follow Electronic Case Filing 4 standards.

g. Interconnectivity of Communications Technology– In the purchase of communication equipment, the County will connect to at least one site previously funded by the Commission to demonstrate its connectivity.

h. Professional and Contractual Services– Any contract or agreement entered into by a grantee that obligates grant funds must be in writing and consistent with Texas contract law. Grantees must establish a contract administration system to regularly and consistently ensure that contract deliverables are provided as specified in the contracts. Grantees must regularly and consistently document the results of their contract monitoring reviews and must maintain the files and results of all contract monitoring reviews in accordance with the record retention requirements described in this section of the RFA. A grantee's failure to monitor its contracts may result in disallowed costs and/or disallowed match.

i. Obligation – Contracts with third parties for core services must be provided to the Commission and approved prior to execution.

j. Contract Performance Monitoring - Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than $10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract. In the case of contracts for public defender offices and

managed assigned counsel programs, these provisions must include a review of utilization and activity, reporting of financial data to evaluate the contractor's performance within the budget required by statute for such programs. Commission staff must review each contract at least once every two years and notify the grantee if it is not sufficient (See TAC Rule §173.311).

k. **Limit on Equipment for Third Party Contracting of Legal Services–** Counties that contract with third parties to provide direct client indigent defense services may have included one-time purchase of equipment in the grant application. Counties may not include in the contract with the third party the full costs of the equipment line item into future funding years.

Section III. Writing the Grant

Writing the Intent to Submit an Application (Tier One)

Applicants must complete an online Intent to Submit an Application (ISA) before developing a full application. The ISA will allow counties to name the grant officials, provide a title to the program and state the estimated total project costs, keeping in mind that the amount may change in the full application. The ISA will include four parts: problem statement, program goals, activity and evaluation. The ISA must be limited to one program and will be a short and succinct description of an **indigent defense** improvement the courts or county want to implement. The ISA may not exceed the space provided in the on-line submission boxes. Any text beyond the word limit will be discarded.

After review of the ISAs, the grant administrator will provide a Notice to Proceed in writing to those counties that best meet the stated Priority Funding and Program Requirements sections. Improvements and suggestions may be included with the Notice to Proceed from the grant administrator.

Writing the Full Application (Tier Two)

If the Grant Administrator provides a Notice to Proceed with the final application, the county may log into the system and complete the other portions of the application. Each application must have a narrative section that describes the proposed activity. The narrative portion of the application consists of seven sections that must be completed. Additionally, an online budget form must be completed. Each of these elements must be completed for the application to receive full consideration. An incomplete or blank section decreases the likelihood of the program receiving funding because no score will be assigned to missing information. The online system will accept basic formatting and simple tables. The submission requirements above provide instructions on how to submit additional information if it is necessary. The sections are:

a. **Introduction (Executive Summary):** In one hundred (100) words or less, describe the program and the main goals to be addressed. This **paragraph will be the abstract** of the project. Clearly state what the program will do and the broad goals that will be met if the program is funded. The summary will be most useful if it is prepared after the application has been developed in order to encompass all the key summary points necessary to communicate the project.
b. **Problem Statement:** Describe the issue or problem the proposed activity is intended to improve or correct. Make a clear, concise, and well-supported statement of the problem to be addressed. Provide any formal or informal data related to the problem. Include information about the affected populations, social and economic costs of the issue, and resources currently used.
c. **Objectives:** Develop clear targets and goals for the program to accomplish. State how the objectives address the problem stated above.
    i. Objectives must be related to the program in this application and the funds requested.

ii. Objectives must be time/date specific and measurable.
iii. Objectives are the basis for the evaluation and progress reports.
iv. Objectives must be consistent with the Problem Statement

d. Activities: Describe the specific activity the county will conduct if funded. The activities should support the objectives.

i. Include detailed instructions of step by step procedures that will take place to implement the program and the resources needed to complete each task.
ii. Make sure to incorporate the required elements for the types of programs listed on Attachment C.
iii. Include **startup tasks** and the **ongoing program activities** that staff will perform to implement the program.
iv. Write this section so that outsiders know exactly what the county plans to do.
v. Provide justification related to effectiveness and/or economy of the activity proposed. Include supporting research on this activity if available.
vi. Describe whether the existing staff and/or contractors will perform tasks, reports, etc. or if new staff positions will be created to implement the program. If the program will be implemented through a contract/ or with contractors, include information on the selection process.
vii. If the proposed program implements a new component into an existing process or program, clarify how the new process is different.

e. Evaluation: Develop reporting methods on how the proposed activities and objectives are measured.

i. Evaluation must be linked directly to the objectives and activities. The evaluation must measure both the progress you make toward implementing the grant-funded activity and the effect of the program once it is in operation.
ii. Measure the attainment of objectives in a specific and tangible manner (e.g., applications of indigency and requests for appointed counsel will be accepted electronically and maintained in an online data management system);
iii. Measures must be quantifiable (e.g., count the number of requests for counsel received);
iv. Measures must be time specific (e.g., requests for counsel will be counted from February to January and reported monthly);
v. Measures must identify the manner in which they will be recorded for future review (e.g., a report or screenshot of the programming results, affidavit of acceptance of work, or summary database). Data collection cooperation agreements with other county offices and departments are strongly recommended so that the county can demonstrate it will be able to meet data collection and evaluation goals.
vi. The evaluation provides meaning to the program objectives. The measure of success is determined by the goals and objectives of the proposed activity. Write the method that milestones, accomplishments, and timelines will be tracked and recorded, including: Who will record, What will they record, and When will they record?
vii. Evaluations must demonstrate how the program impacts other county processes when applicable. The evaluation reports are submitted during and after the implementation phase and in accordance with UGMS. Evaluations are both fiscal and programmatic. Process evaluations may also be included.

f. Future Funding: Include information on how the proposed activity fits into the county's long-term indigent defense financial systems.

g. Budget Narrative and Budget Form (**a narrative is required in addition to completing the form):** Counties will submit the online budget form. Budgets must clearly state the costs to execute the program. The budget narrative justifies all expenses and must be consistent with the activities and objectives.

i. Include all costs necessary to implement the proposed activity.

ii. Provide a narrative to detail and justify all budgeted expenses. This narrative must correspond to the activities sections. Items in the budget not stated in the activity will be removed.
iii. Indicate in the budget and narrative the start-up costs or non-reoccurring for multi-year grants.
iv. Indirect costs are allowable but will not be considered competitive if above 10%.
v. The equipment line requires a list of equipment to be purchased. All equipment must be purchased in the first year of the grant unless permission is granted from the Commission in writing. Otherwise, the equipment costs will not factor into the total project cost in subsequent years of funding.
vi. Do not budget expense items that are not part of the application.

Attachment A

SAMPLE Required Resolution/Internet Submission Form DO NOT USE
THIS IS A SAMPLE AND MUST BE PRINTED FROM ON-LINE SYSTEM
Indigent Defense Discretionary Grant Program
SAMPLE OF THE ON-LINE FORM GENERATED BY SYSTEM

MUST BE PRINTED FROM ON-LINE SYSTEM

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, _____County Commissioners Court has agreed that in the event of loss or misuse of the funds, _____County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the **OFFICIAL DESIGNATED BY THE COMMISSIONERS' COURT** of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the **OFFICIAL DESIGNATED BY THE COMMISSIONERS' COURT** is designated as the Program Director for this grant and the **County Auditor or County Treasurer if the county does not have an auditor (per TAC §173.301(a)(2))** is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 20___.

This is a **Sample** and MUST BE PRINTED FROM ON-LINE SYSTEM
County Judge

Attest:

_____

County Clerk

SAMPLE – MUST BE PRINTED FROM ONLINE SYSTEM– Do not use this form.

INTERNET SUBMISSION FORM

After submitting the discretionary application on-line, the following Internet submission confirmation number was received #_____ . This grant application submission was in accordance with the Commissioners' Court Resolution above.

_____

Authorized Official

SAMPLE -MUST BE PRINTED FROM ONLINE SYSTEM

Attachment B

Sample

INDIGENT DEFENSE MULTI-YEAR DISCRETIONARY GRANT PROGRAM COOPERATION AGREEMENT

PLEASE EDIT THIS SAMPLE AGREEMENT TO INDICATE THE LEVEL OF SUPPORT OR PARTICIPATION THE COURTS WILL HAVE WITH THE PROGRAM.

YOU DO NOT NEED TO HAVE ALL JUDGES SIGN IF THEY TOOK OFFICIAL "BOARD OF JUDGES" ACTION TO APPROVE PROGRAM SUPPORT.

_____ County has applied for a discretionary grant from the Texas Indigent Defense Commission (Commission) to assist in funding _____ program. Implementation of this program will affect the courts below. The undersigned judges agree to support and/or participate with the program pursuant to the county's discretionary grant application to the Commission and any special conditions of the grant award to the county. This commitment includes participating in the data collection efforts required in the program, as well as utilization of the services to be provided by the program.

To be considered for funding this program cooperation agreement must be signed by the judges of all of the statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county.

Acknowledged and Approved by all statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county:

_____		_____
Signature of Local Administrative District Judge	Date	Printed Name and Title
_____		_____
Signature of Local Administrative Statutory County Judge	Date	Printed Name and Title
_____		_____
Signature of Judge serving as Chair of the Juvenile Board	Date	Printed Name and Title
_____		_____
Signature of Judge	Date	Printed Name and Title
_____		_____
Signature of Judge	Date	Printed Name and Title
_____		_____
Signature of Judge	Date	Printed Name and Title
_____		_____
Signature of Judge	Date	Printed Name and Title
_____		_____
Signature of Judge	Date	Printed Name and Title

Attachment C
Required Program Elements

The Commission has funded several programs in the categories listed below. In addition to general program requirements above, these specific types of programs must contain the following required program elements to be considered for funding. Please incorporate these elements in the application that you write.

1) **Indigent Defense Coordinators (IDC**): IDCs have been funded to institutionalize indigent defense processes into the courts of a county or region. They are dedicated to improving the appointment process and providing documentation that a county is in compliance with the Fair Defense Act. IDCs reduce administrative time of judges spent on appointments. They can also enhance processes for fair, neutral and non-discriminatory appointment practices. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. IDCs are not to be confused with court administrators, secretaries, or court docket managers.

   Required Program Elements

   a) Must perform all appointments (in and out of court) as the designee of the judge or judges
   b) Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments
   c) Must report summary of appointment data to judges at least monthly
   d) Must manage the graduated list of court appointed attorneys for judges and receive applications for advancements or adjustments as higher qualifications are met by attorneys
   e) Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules
   f) Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval
   g) Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts
   h) Report directly to the judges (rural) or board of judges (mid-size or urban)
   i) Develop procedures to track attorney contact with client, which includes tracking, investigating and reporting allegations of attorneys not meeting their clients within statutory or plan requirements
   j) Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (urban)

2) **Videoconferencing (VC):** The Commission has funded programs that use technology to provide better representation or promote prompt appointment requirements. The courts can use the technology to remediate the effects of geography or volume on court processes. An acceptable VC system will focus on improving indigent defendants' access to effective assistance of counsel. It also may also help the county meet prompt appointment or prompt attorney contact requirements of the Fair Defense Act. Currently, there are three known types of videoconference indigent defense grants:

   A. Attorney/Client meetings - The videoconference system is used to promote clients' contact with their attorneys as soon as practical but certainly prior to a court appearance.
   B. Magistration - The prompt appointment requirements in the Fair Defense Act can be met by using the videoconference system to bring isolated magistrates to the defendants via technology.
   C. Indigency determinations and applications for court appointed counsel - The court may use the technology to conduct the interview to determine indigency or to hear defendants' request for court appointed counsel

   Required Program Elements

   a) Must meet the needs of local attorneys on the appointment list and involve the local defense bar in the planning stages

b) Must be used by all judges in the jurisdiction involved in the specific aspect of the program (e.g., includes a countywide process change in magistration, attorney/client meetings, etc.)
c) Must be used to meet a specific element of the Fair Defense Act (e.g., indigency determination, magistration, attorney contact, etc.)
d) Must involve sheriff, jail administrator and other law enforcement as applicable
e) Must be purchased from the DIR contract (see program requirements)
f) Must include the price of at least three years of maintenance
g) Must demonstrate that it is able to connect to one other funded or previously funded county
h) Must be able to communicate with other court systems (open or shared technology)

3) Purchase of Information Technology Products: Many IT products may be considered for funding only in relation to how they improve local indigent defense processes. Any project allowed under this type of purchase must clearly focus on improving indigent defendants' access to effective assistance of counsel. These projects often reduce administrative time of judges and court staff involved in the appointment or payment process.

Required Program Elements

a) Must meet the needs of local attorneys on the appointment list and involve the local defense bar in the planning stages
b) Software programming must be portable to other jurisdictions
c) The IT product may not be a common business practice that is expected to be found in any county (e.g., fax machine, telephone, etc….)
d) The product must have clearly defined activity, summary, and management reports
e) Must avoid use for general court processes

4) Public Defender Offices and Direct Client Services: Establishing public defenders, regional public defenders, mental health defender and juvenile defender services are major priorities of the Commission. Direct client services are the most likely to receive funding.

Required Program Elements

a) Must focus on serving people
b) Must demonstrate broad-based support of the local judiciary
c) Must involve the local defense bar in the planning stages
d) Must involve a clear appointment/referral and intake processes
e) Public defender offices must demonstrate the use of the *Blueprint for Establishing a Public Defender Office in Texas* (second edition June 2008)
f) Must include adequate access to support services including secretaries, paralegals, and investigators (lawyer to support staff ratio)
g) Must have defined caseload/workload standards
h) Must have internal case management/tracking controls sufficient to monitor attorney caseload/workload
i) Must have ability to produce other reports that enable the office to evaluate its own performance and demonstrate its cost-effectiveness to other local defense systems
j) Emphasis on staff training/supervision/evaluation to continually improve office performance

5) Mental Health Direct Client Services: Establishing Mental Health indigent defense programs has been a priority of the Commission for many years.

Required Program Elements

a) A written plan must be developed how the program will interface with and not duplicate existing resources (MHMR, TDCJ Reintegration, CSCD, etc.) available to people with mental health issues
b) Must involve the local defense bar in the planning stages

Attachment D
Videoconference System
FY15 Menu Option Discretionary Grant

State Payee Identification number
Division or unit within the county to administer the grant

Official County Mailing Address

Address (line 1) _____
Address (line 2 if needed) _____
City _____
State _____
ZIP

Program Title: [County] County Videoconference Technology Program

Estimated Total Program Cost: _____
Required Cash Match by County: ____
Estimated Grant Amount (Maximum $50,000): ___

Allowable Uses:

[County] County agrees to use videoconference technology provided by this discretionary grant award to remediate the effects of geography or volume on court processes. The proposed videoconference system will focus on improving indigent defendants' access to effective assistance of counsel and may also help the county meet prompt appointment or prompt attorney contact requirements of the Fair Defense Act.

Identify the intended Indigent Defense use(s) for the requested videoconference system:

- Attorney/Client meetings - The videoconference system is used to promote clients' contact with their attorneys as soon as practical but certainly prior to a court appearance.
- Magistration - The prompt appointment requirements in the Fair Defense Act can be met by using the videoconference system to bring isolated magistrates to the defendants via technology.
- Indigency determinations and applications for court appointed counsel - The court may use the technology to conduct the interview to determine indigency or to hear defendants' request for court appointed counsel.

Required Program Elements:

[County] County Agrees to the Following Required Program Elements

- Must meet the needs of local attorneys on the appointment list and involve the local defense bar in the planning stages of the program
- Must be used by all judges in the jurisdiction involved in the specific aspect of the program (e.g., includes a countywide process change in magistration, attorney/client meetings, etc.)
- Must be used to meet a specific element of the Fair Defense Act (e.g., indigency determination, magistration, attorney contact, etc.)
- Must involve sheriff, jail administrator and other law enforcement as applicable
- Must be purchased from the DIR State Contract
- Must include the price of at least three years of maintenance
- Must demonstrate that it is able to connect to one other county that established similar program with grant support from the Commission
- Must be able to communicate with other court systems (open or shared technology)

Equipment and Budget:

Equipment Category:	Reimbursement Terms:	Award Amount not to Exceed:
Jail Box	50% of equipment up to	
Cart	50% of equipment up to	
Connectivity	50% of equipment up to	

Officials Designated at the County Level

The County Judge and Financial Officer positions must be designated according to rule. The County Judge is the elected Constitutional County Judge for the county. The Financial Officer must be the County Auditor, or in the case of counties which do not have a county auditor, the County Treasurer. In order to streamline communications, all grant communication will be with the Program Director. If the information for these positions is out-of-date, click on Cancel, update these positions from the county home page, and then re-enter this application.

The County Judge is **[Name]**.
The Financial Officer is the County Auditor/Treasurer, **[Name]**.

Grant Officials

The Program Director must be an officer or employee responsible for the program operation or monitoring and who will serve as the point-of-contact regarding the program's day-to-day operations. The Authorized Official must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official. The program director and the authorized official may be the same person. The financial officer may not serve as the program director or the authorized official. Texas Government Code §173.301(a). Please indicate who you anticipate as the grant officials.

Program Director

Name	Phone
Address	Fax
City State Zip	Email

No Authorized Official on Record

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version
Additional notes or proposed changes:

SUBMIT BUTTONS

Attachment E
INIDGENT DEFENSE COORDINATOR
FY15 Menu Option Discretionary Grant

State Payee Identification number _____
Division or unit within the county to administer the grant _____

Official County Mailing Address

Address (line 1) _____
Address (line 2 if needed) _____
City _____
State _____
ZIP _____

Program Title: [County] County Indigent Defense Coordinator Program

Estimated Total Program Cost: _____
Required Cash Match by County: _____
Estimated Grant Amount (Maximum $50,000): _____

Allowable Uses:

[County] County agrees to implement the Indigent Defense Coordinator program to improve the county's appointment process and to provide documentation that a county is in compliance with the Fair Defense Act. IDCs reduce administrative time of judges spent on appointments. [County] County agrees to use the IDC to enhance processes to ensure that appointment practices are fair, neutral and non-discriminatory. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs.

Required Program Elements:

[County] County Agrees to the Following Required Program Elements

- Must perform all appointments (in and out of court) as the designee of the judge or judges
- Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments
- Must report summary of appointment data to judges at least monthly
- Must manage the graduated list of court appointed attorneys for judges and receive applications for advancements or adjustments as higher qualifications are met by attorneys
- Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules
- Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval
- Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts
- Report directly to the judges (rural) or board of judges (mid-size or urban)
- Develop procedures to track attorney contact with client, which includes tracking, investigating and reporting allegations of attorneys not meeting their clients within statutory or plan requirements
- Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (urban)

Budget:

1)Personnel (1 FTE)		
2)Fringe Benefits		
3) Travel & Training		
4) Equipment		
5) Supplies		
6) Contract Services		
7) Indirect Costs		

Total Budget		
Total Award		

Officials Designated at the County Level

The County Judge and Financial Officer positions must be designated according to rule. The County Judge is the elected Constitutional County Judge for the county. The Financial Officer must be the County Auditor, or in the case of counties which do not have a county auditor, the County Treasurer. In order to streamline communications, all grant communication will be with the Program Director. If the information for these positions is out-of-date, click on Cancel, update these positions from the county home page, and then re-enter this application.

The County Judge is **[Name]**.
The Financial Officer is the County Auditor/Treasurer, **[Name]**.

Grant Officials

The Program Director must be an officer or employee responsible for the program operation or monitoring and who will serve as the point-of-contact regarding the program's day-to-day operations. The Authorized Official must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official. The program director and the authorized official may be the same person. The financial officer may not serve as the program director or the authorized official. Texas Government Code §173.301(a). Please indicate who you anticipate as the grant officials.

Program Director

Name	Phone
Address	Fax
City State Zip	Email

No Authorized Official on Record

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version
Additional notes or proposed changes:

SUBMIT BUTTONS

Final Checklist for Submitting a Grant Application

(Two Tier Process)

Please verify that you have completed the following steps:

Tier One

- ☐ Develop and research an idea or procedure that would directly serve clients or improve provision of indigent defense services in the county, courts, or jurisdiction(s).
- ☐ Log onto http://tidc.tamu.edu (Follow on-line page instructions if log-in information is needed).
- ☐ Look at the online screen and verify that the appropriate judicial officials have submitted county-wide plans and that their plans meet the grant eligibility requirements.*
- ☐ Select type of grant. The application must indicate if you are applying for a single-year or new multi-year discretionary grant.
- ☐ Complete the abbreviated Intent to Submit an Application **(ISA)** that includes problem statement, objectives, activities and evaluation. ISA must be submitted on-line by **5:00 PM on March 14, 2014.**
- ☐ Secure a letter of support from at least one judge involved in the indigent defense process. Scan and email the letter of support on or before **5:00 PM on March 14, 2014**. **Resolutions are not required by the Commission until Tier Two but local rules may require Commissioners' Court approval.**

Tier Two

- ☐ After review by the grant administrator, the county may be asked to submit a full application, or a letter will be sent to indicate that the program does not adequately meet priorities and program requirements for these funds.
- ☐ If the Grant Administrator provides a Notice to Proceed with Application: Type or copy/paste your written information into each required section. All full applications must be must be submitted on-line by **5:00 PM on May 9, 2014.**
- ☐ Secure written documentation of support from courts, commissioners (resolution), or other parties involved in or affected by the process.
- ☐ Submit the Resolution/Internet Submission Form and court commitments/support along with any other supporting documents to certify the application complete. All supporting documents should be scanned and emailed or mailed together**. These documents must be submitted on or before **May 9, 2014.**
- ☐ Single counties applying for the New Menu Option Discretionary Grants need only to apply on or before May 9, 2014.

.

*Counties that do not meet plan eligibility requirements should contact the Commission Special Counsel to resolve any compliance issues immediately.

** The preferred method of submission is scanned and e-mailed. If documents are mailed then they must be postmarked by the submission date.

Hidalgo County
Public Defender's Office

FY2015 Proposed Budget

CAPITAL MURDER SECTION

Position Title	Salary	Fringe Benefits	TOTAL Salaries & Benefits
DEPUTY CHIEF PUBLIC DEFENDER	$125,000.00	$30,459.46	$155,459.46
ASSISTANT PUBLIC DEFENDER	$115,000.00	$28,498.46	$143,498.46
INVESTIGATOR / LEGAL ASSISTANT	$50,000.00	$17,256.96	$67,256.96
INVESTIGATOR / LEGAL ASSISTANT	$50,000.00	$17,256.96	$67,256.96
TOTAL	$340,000.00	$93,471.84	$433,471.84

4/22/2014

HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE – CAPITAL MURDER SECTION

GRANT PERIOD: YEAR 1 (10/01/2015 – 09/30/2016)

BUDGET PROPOSAL

Description	Expenditures	Total Amount
1) PERSONNEL (Total Number of FTEs: 4)	See Attachment	$340,000.00
2) FRINGE BENEFITS	See Attachment	$93,472.00
3) TRAVEL & TRAINING	(2) Public Defender's - CLE Trainings, Investigator (CLE) (Out-of-County Travel & Registration fees)	$25,000.00
4) EQUIPMENT	Set-up four (4) Offices: desk, chair, scanner, computer, Tablet, telephone, file cabinet, security door, shredder, etc.	$30,000.00
5) SUPPLIES	General Office Supplies, Membership Dues, Printing & Binding, Reference Materials, etc.	$10,000.00
6) CONTRACT SERVICES	Expert Witnesses, court transcripts, psychological evaluations, testimony, etc; Copy Machine, LexisNexis	$125,000.00
7) INDIRECT COSTS (0%)	n/a	$.00
TOTAL PROPOSED COSTS		$623,472.00
COUNTY MATCH 20%		$124,694.40
FUNDED BY COMMISSION 80%		$498,777.60

AI-44084 **Public Defender's Office 18. B.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender's Department - Juvenile Section (1282):
1. Discussion, consideration, and action to approve a resolution authorizing the summittal of a grant renewal - FY2015 Hidalgo County Resolution Indigent Defense Discretionary Grant Program.
2. Approval to designate the County Judge as the Authorized Official.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1282-412-30-085-004-X-XXX

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

BUDGETARY IMPACT:

This item is only a request to apply for renewal of grant funds. This action does not require funding to be allocated at this time.

Grant Period: Oct. 1, 2014 thru Sept. 30, 2015 (FY15).

This grant will require a cash match as follows:

Grant Year	Proposed Cost	Total Grant Award	County % Cash Match	County Cash Match Amount	Reference
Yr 4 of 4 FY 15	N/A	N/A	5mths @ 60% & 7mths @ 80%	N/A	AI-44084 CC 04/29/14
Yr 3 of 4 FY 14	$282,164	$136,379	5mths @ 40% & 7mths @ 60%	$145,785	AI-36778 CC 02/12/13 - AI-40787 CC 09/24/13
Yr 2 of 4 FY 13	$236,892	$161,876	5mths @ 20% & 7mths @ 40%	$75,016	AI-31197 CC 02/28/12 - AI-34080 CC 09/18/12
Yr 1 of 4 FY 12	$303,791	$243,033	20%	$60,758	AI-25416 CC 02/22/11 - AI-28818 CC 10/04/11

Attachments

44084 2015 Resolution - Juvenile

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 09:03 AM
Manuel Chapa	Manuel Chapa	04/22/2014 02:24 PM
Rosalinda Cantu	Rosie Cantu	04/24/2014 10:17 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM
Form Started By: Patti Loya		Started On: 04/14/2014 09:15 AM

Final Approval Date: 04/25/2014

2015 Hidalgo County Resolution
Indigent Defense Discretionary Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Commission on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Jaime E Gonzalez is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2014.

_____

Ramon Garcia
County Judge

Attest:

_____

County Clerk

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Commission Special Counsel.

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #D201510820140424. This grant application submission was in accordance with the Commissioners Court Resolution above.

_____

Ramon Garcia
County Judge

AI-44214 **Auditor's Office 19. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for Mile 6 West-TXDOT project.
2. Approval of 2013 appropriation of funds for Mile 6 West-TXDOT project in the total amount of $100,926.66.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/23/2014 10:29 AM
Glinda Pacheco	Glinda Pacheco	04/25/2014 01:57 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Alvaro Chuc Started On: 04/23/2014 09:55 AM

Final Approval Date: 04/25/2014

AI-44293 **Precinct #1** **20. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Comm. Cuellar **Submitted By:** Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Recognition of RCR Elementary School Students

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 05:08 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Mari Gutierrez Started On: 04/25/2014 05:02 PM

Final Approval Date: 04/25/2014

AI-44231 **Precinct #1** **20. B.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Presentation of Building Communities Workshop (BC Workshop) on Low-Impact Development.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 01:24 PM
Obdett Calzada	Obdett Calzada	04/24/2014 03:22 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Katia Garcia Started On: 04/24/2014 08:53 AM

Final Approval Date: 04/25/2014

AI-44236 **Precinct #2 21. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Right of Way Easement for AEP Texas Central Company for the purpose of providing electricity to the new Pct 2 Equipment and Maintenance Facility.

BACKGROUND

Document has been reviewed by ROW and Legal. Legal approval is attached.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Easement

Legal Approval

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	04/24/2014 11:31 AM
Budget & Management	Debbie Tamez	04/24/2014 01:37 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Erika Zamora Started On: 04/24/2014 10:26 AM

Final Approval Date: 04/25/2014

(TRUSTEE)CP 460-OH/UG REV. 05/12
Town: PHARR Description: INSTALL RISER, POLE, PRIMARY AND UG PADMOUNT TO SERVE 411 S. VETERANS
County: HIDALGO W.R. # 52612681 Submitted by: JAH Date: 4/23/2014

EASEMENT AND RIGHT OF WAY

HIDALGO COUNTY ("Grantor"), for and in consideration of One & 00/100 Dollars ($1.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in HIDALGO County, Texas, to wit:

SEE EXHIBIT "A & B", ATTACHED AND MADE A PART HEREOF AND INCORPORATED HEREIN (the "Easement Area");

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of _____, _____.

For: **HIDALGO COUNTY**

By: _____
Ramon Garcia, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, _____ by Ramon Garcia, County Judge of HIDALGO COUNTY.

_____ _____
Notary Public, State of Texas (Printed Name)

Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

AEP
% Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2537 • (FAX) 956-782-2558
Engineering Firm # 486 • Surveying Firm #101650

ENG14.101
APRIL 10, 2014

Exhibit - "A"

METES AND BOUNDS DESCRIPTION
OF
(ELECTRICAL EASEMENT)
A 0.08 OF AN ACRE OF LAND
OUT OF LOT 11, BLOCK 15,
JOHN CLOSNER et. al. SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 0, PAGES 4-5, M.R.H.C.

Being a 0.08 of an acre of land out of Lot 11, Block 15, John Closner et. al. Subdivision, Hidalgo County, Texas, as per map recorded in Volume 0, Pages 4-5, Map Records of Hidalgo County, Texas. Said 0.08 of an acre of land being part of a 19.748 acre tract of land is vested to the Hidalgo County from Keller Real Estate Investments, Inc. a Texas Corporation by virtue of a Warranty Deed dated March 14, 2011, recorded in Document No. 2204550, Official Records of Hidalgo County, Texas. Said 0.08 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Southwest corner of Lot 11, Block 15, John Closner et. al. Subdivision; **Thence**, North 08 degrees 29 minutes 00 seconds East, with the West line of Lot 11, Block 15, John Closner et. al. Subdivision, a distance of 463.37 feet to a No. 4 rebar set (with a plastic cap stamped RGEC); **Thence**, South 81 degrees 31 minutes 00 seconds East, a distance of 81.97 feet pass the East Right of Way line of South Veterans Boulevard (South I Road), continuing for a total distance of 96.66 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the most Northerly Southwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, North 13 degrees 52 minutes 50 seconds East, a distance of 10.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the most Southerly Northwest corner of this tract of land;

THENCE, South 76 degrees 07 minutes 10 seconds East, a distance of 238.91 feet to a No. 4 rebar (with a plastic cap stamped RGEC) for an interior corner of this tract of land;

THENCE, North 13 degrees 52 minutes 50 seconds East, a distance of 3.26 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the most Northerly Northwest corner of this tract of land;

THENCE, South 76 degrees 07minutes 10 seconds East, a distance of 35.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land;

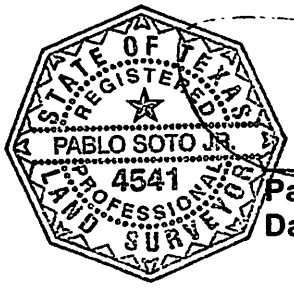
THENCE, South 13 degrees 52 minutes 50 seconds West, a distance of 35.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 76 degrees 07 minutes 10 seconds West, a distance of 35.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the most Southerly Southwest corner of this tract of land;

THENCE, North 13 degrees 52 minute 50 seconds East, a distance of 21.74 feet to a No. 4 rebar set for an interior corner of this tract of land;

THENCE, North 76 degrees 07 minutes 10 seconds West, a distance of 238.91 feet to the **POINT OF BEGINNING** and containing 0.08 of an acre of land, more or less.

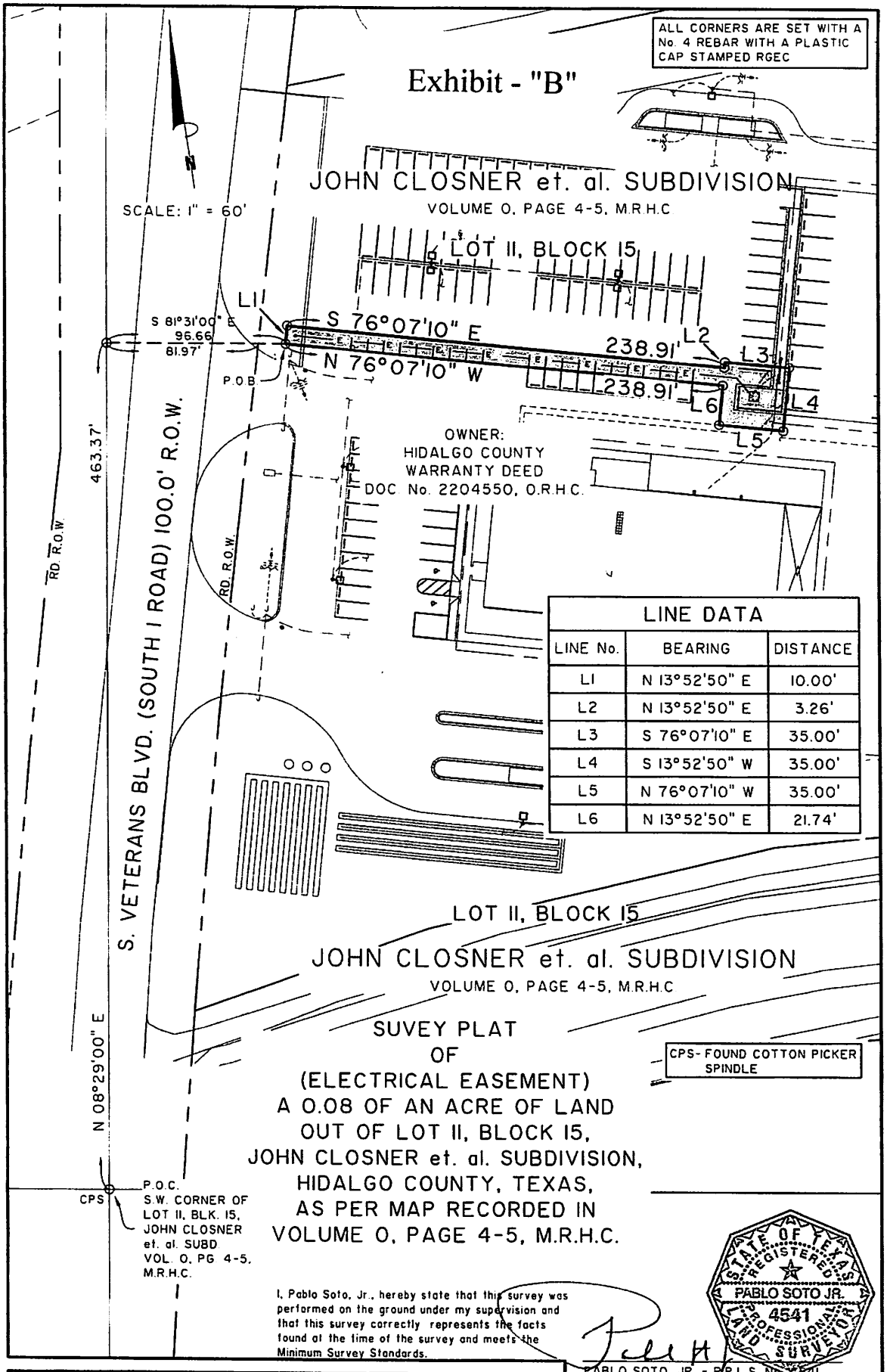
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 4/11/14

ALL CORNERS ARE SET WITH A No. 4 REBAR WITH A PLASTIC CAP STAMPED RGEC

Exhibit - "B"



LINE DATA		
LINE No.	BEARING	DISTANCE
L1	N 13°52'50" E	10.00'
L2	N 13°52'50" E	3.26'
L3	S 76°07'10" E	35.00'
L4	S 13°52'50" W	35.00'
L5	N 76°07'10" W	35.00'
L6	N 13°52'50" E	21.74'

CPS- FOUND COTTON PICKER SPINDLE

SUVEY PLAT OF (ELECTRICAL EASEMENT) A 0.08 OF AN ACRE OF LAND OUT OF LOT 11, BLOCK 15, JOHN CLOSNER et. al. SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 0, PAGE 4-5, M.R.H.C.

I, Pablo Soto, Jr., hereby state that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey and meets the Minimum Survey Standards.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 4/11/14

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

JOB No.: ENGI4.101	DATE: 04/10/2014
DRAWN BY: RG	PAGE: 3 OF 3

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: ROW Easement Review

From : Steve Crain <scrain@atlashall.com> Thu, Apr 24, 2014 11:18 AM
Subject : RE: ROW Easement Review
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

The agreement is fine.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Thursday, April 24, 2014 10:52 AM
To: scrain@atlashall.com
Cc: Jaime Salinas; raul silguero
Subject: ROW Easement Review

Good morning Mr. Crain,

Attached please find a ROW Easement agreement for your review. I also attached the agenda item for your review. The agreement is on the agenda for commissioners court approval on 4/29/14. Please let me know if you have any questions or require any additional information from me.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

AI-44238 **Precinct #2 21. B.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Closing Documents for the Purchase of Real Property from North Alamo Water Supply Corp. and authority for County Judge to execute the same for Parcels 15 & 16, Minnesota Road from Raul Longoria to Cesar Chavez.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-122-058-0-711

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

BUDGETARY IMPACT:

available funding as of 04/25/14 - $45,165.38

Attachments

closing documents

closing documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 01:29 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Angela Garcia Started On: 04/24/2014 10:33 AM

Final Approval Date: 04/25/2014

FRYER & HANSEN, P.L.L.C
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

Richard W. Fryer
J.D., P.E., LEED AP

April 21, 2014

Jaime Salinas, Pct #2
Right of Way Agent
Precinct #2 Right of Way Department
c/o Administration Office, County of Hidalgo
300 West Hall Acres, Suite G,
Pharr, Texas 78577

RE: Parcels 15 and 16, Minnesota Road from Raul Longoria to Caesar Chavez

Dear Mr. Salinas:

Enclosed herewith are the closing documents for the referenced matter which have been executed on behalf of North Alamo Water Supply Corporation. These documents are delivered to you, in trust, at the instruction of Valley Land Title Company. The conveyances are to be filed of record only upon receipt by this office of the full payment of the purchase price payable to North Alamo Water Supply Corporation in collected funds, as follows:

Parcel 15: $ 8,866.00; and
Parcel 16: $ 10,935.00

If you have any questions regarding this matter or the documents enclosed, please do not hesitate to contact our offices. Otherwise, we will look forward to receiving the purchase prices in collected funds along with copies of the fully-executed closing documents in the next several days. Thank you for your attention to this matter.

Very truly yours,

Luann Farmer, Paralegal, for
Richard Ward Fryer

plf:JWD:NAWSC:MinnesotaDrainageProject:Pct2-HidalgoCounty-ClsngDocCov.ltr

FRYER & HANSEN, P.L.L.C
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

Richard W. Fryer
J.D., P.E., LEED AP

April 21, 2014

Jaime Salinas, Pct #2
Right of Way Agent
Precinct #2 Right of Way Department
c/o Administration Office, County of Hidalgo
300 West Hall Acres, Suite G,
Pharr, Texas 78577

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Very truly yours,

Luann Farmer, Paralegal, for
Richard Ward Fryer

plf:JWD:NAWSC:MinnesotaDrainageProject:Pct2-HidalgoCounty-ClsngDocCov.ltr

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-026

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number 125046	7. Loan Number	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
The County of Hidalgo, Texas 2802 S. Business Highway 281 Edinburg, TX 78541	North Alamo Water Supply Corporation 420 S. Doolittle Rd. Edinburg, TX 78542-9707	,

G. Property Location	H. Settlement Agent Name Valley Land Title Co. 612 W. Nolana Ste. #570 McAllen, TX 78504 Tax ID: 20-4064406	
Alamo Land And Sugar Company, Lot 4, Block 47, 0.63 ac NE PT, Hidalgo County , TX See Addendum	Place of Settlement Valley Land Title Company 217 W. Cano Edinburg, TX 78539	I. Settlement Date 4/9/2014 Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	$8,866.00	401. Contract Sales Price	$8,866.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	$700.99	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	$9,566.99	**420. Gross Amount Due to Seller**	$8,866.00
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$0.00	**520. Total Reduction Amount Due Seller**	$0.00
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	$9,566.99	601. Gross Amount due to seller (line 420)	$8,866.00
302. Less amounts paid by/for borrower (line 220)	$0.00	602. Less reductions in amt. due seller (line 520)	$0.00
303. Cash From Borrower	$9,566.99	**603. Cash To Seller**	$8,866.00

File No. 125046

L. Settlement Charges			
700. Total Sales/Broker's Commission based on price	**$8,866.00**	**@ % = $0.00**	Paid From Borrower's Funds at Settlement / Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703. Commission Paid at Settlement			**$0.00** / **$0.00**
704. The following persons, firms or	to		
705. corporation s received a portion	to		
706. of the real estate commission amount	to		
707. shown above:	to		
800. Items Payable in Connection with Loan			
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application	to		
807. Assumption Fee	to		
900. Items Required by Lender To Be Paid In Advance			
901. Interest from 4/9/2014 to 5/1/2014 @ $0/day			
902. Mortgage Insurance Premium for months	to		
903. Hazard Insurance Premium for years	to		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @	per month	
1002. Mortgage insurance	months @	per month	
1003. City property taxes	months @	per month	
1004. County property taxes	months @	per month	
1005. Annual assessments	months @	per month	
1006. School property taxes	months @	per month	
1007. Water District taxes	months @	per month	
1008. HOA Dues	months @	per month	
1011. Aggregate Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)			
1108. Title insurance	to **Valley Land Title Company**		**$238.00**
(includes above items numbers:)			
1109. Lender's coverage	**$0.00/$0.00**		
1110. Owner's coverage	**$8,866.00/$238.00**		
1111. Escrow fee	to **Valley Land Title Company**		**$330.00**
1112. Guaranty Assessment Recoupment Charge	to **Valley Land Title Co.-Guaranty ARC Fee**		**$1.80**
1113. Tax Service Fee	to **Hidalgo County Property Tax Service**		**$81.19**
1200. Government Recording and Transfer Charges			
1201. Recording Fees	Deed **$50.00** ; Mortgage ; Rel	to **Valley Land Title Company**	**$50.00**
1202. City/county tax/stamps	Deed ; Mortgage	to	
1203. State tax/stamps	Deed ; Mortgage	to	
1204.	to		
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			**$700.99**

File No. 125046

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

THE COUNTY OF HIDALGO, TEXAS

By: _____
Valde Guerra
Its: Executive Officer

NORTH ALAMO WATER SUPPLY CORPORATION

By: _____
STEVEN D. KRENEK
Its: President SK

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

File No. 125046

Addendum to HUD Settlement Statement
Section G – Additional Tracts of Land
Alamo Land And Sugar Company, Lot 4, Block 47, E30 ac Exc 4.14 NE corner & except 10.22 ac, 8.59 ac, Hidalgo County , TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: April _____, 2014

Grantor: **NORTH ALAMO WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation**

Grantor's Mailing Address: [include county]: 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542

Grantee: **COUNTY OF HIDALGO, TEXAS**

Grantee's Mailing Address: [include county] 2818 South Business Highway 281, Edinburg, Hidalgo County, Texas 78539

Drainage Project: "Drainage Project" as used herein shall mean the construction of a drainage system, and appurtenances thereto, by the County of Hidalgo along Minnesota Road from Raul Longoria to Cesar Chavez, in Hidalgo County, Texas.

Consideration: EIGHT THOUSAND EIGHT HUNDRED SIXTY-SIX AND NO/100THS DOLLARS ($8,866.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED.

Property (including any improvements):

Being a 0.371 acre of land out of 8.59 acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59 acres is vested to North Alamo Water Supply Corporation by virtue of Final Judgment dated September 18, 2002 in Cause No. CON 1114-C (B); *North Alamo*

Water Supply Corporation vs. D. E. A. Incorporated, in County Court at Law No. 3 (2), Hidalgo County, Texas and recorded at Document No. 2309973, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and by this reference incorporated herein and made an integral part hereof.

Reservations from Conveyance:

Grantor retains all rights to oil, gas, other minerals, water and appurtenant water rights to the extent they have not been previously excepted from conveyance or reserved and to the extent such have been previously reserved or excepted from conveyance, they are hereby excepted from this conveyance and Grantor also retains the easement rights in the Parcel necessary to inspect and maintain that portion of Grantor's levee/berm supporting its reservoir as such exists and may exist in the future on its adjacent property as shown in Exhibit "B" hereto.

Grantor also retains all soil removed from such Parcel and not used for constructing the Drainage Project in Lot 4, Block 47, and such soil shall be placed at a reasonable location designated by Grantor on Grantor's adjacent lands by Grantee at Grantee's sole expense.

Exceptions to Warranty:

1. Subject to any portion of the land within the limits or boundaries of any private canal roadway and/or highway and the rights of the public thereto.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Exceptions to Conveyance and Warranty:

1. Subject to any portion of the land within the limits or boundaries of any public canal roadway and/or highway and the rights of the public thereto.

2. Restrictive covenants of record;

3. All oil, gas, and other minerals reserved in Deeds recorded in Volume 842, page 551, and Volume 1393, Page 232, both in the Deed Records of Hidalgo County, Texas;

4. Oil and Gas Lease dated January 27, 1982, from Charles R. Queen and wife, Albertine A. Queen, to May Petroleum recorded in Volume 411, Page 447, Oil and Gas Records of Hidalgo County, Texas;

5. Non-Drilling Stipulation contained in Deed dated January 15, 1974, recorded in Volume 1393, Page 232, Deed Records, Hidalgo County, Texas;

6. Easements, rights, rules, and regulations in favor of Hidalgo County Water Improvement District No. 2;

7. All visible easements and easements and reservations as may appear upon the recorded map and dedication of said subdivision; and

8. Subdivision regulations of the County of Hidalgo and/or Ordinance or government regulations of the City holding extraterritorial jurisdiction of said property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

NORTH ALAMO WATER SUPPLY CORPORATION

By: _____

Name: _____

Its: _____

GRANTEE:

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County, Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 15th day of April, 2014, by Steve D. Kreneck, President of **NORTH ALAMO WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation.**

LUANN FARMER
Notary Public, State of Texas
My Commission Expires
January 31, 2015

Luann Farmer

Notary Public, State of Texas
Notary's name (printed): Luann Farmer
Notary's commission expires: 1-31-2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ___ day of _____, 20___, by **Ramon Garcia, County Judge**, for the **COUNTY OF HIDALGO, TEXAS.**

_____

Notary Public, State of Texas
Notary's name (printed): _____
Notary's commission expires: _____

AFTER RECORDING **RETURN TO:**
County of Hidalgo, Texas
302 West University Drive
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICES OF:
Fryer & Hansen, P.L.L.C.
1352 W. Pecan Blvd.
McAllen, Texas 78501

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -15

Being a 0.371 of an acre of land out of 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 25 minutes 00 seconds East, with the South line of Lot 4, Block 47, a distance of 350.00 feet to the Southwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, North 08 degrees 35 minutes 00 seconds East, a distance of 53.80 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the Proposed North Right of Way line of the Minnesota Drainage Ditch, a distance of 156.07 feet to a No. 4 set (with a plastic cap stamped RGEC) for an exterior corner of said tract of land ;

THENCE, South 76 degrees 55 minutes 46 seconds East, continuing with the Proposed North Right of Way line of said Minnesota Drainage Ditch, a distance of 164.43 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land;

THENCE, South 08 degrees 35 minutes 00 seconds West, a distance of 40.94 feet to the Southeast corner of this tract of land;

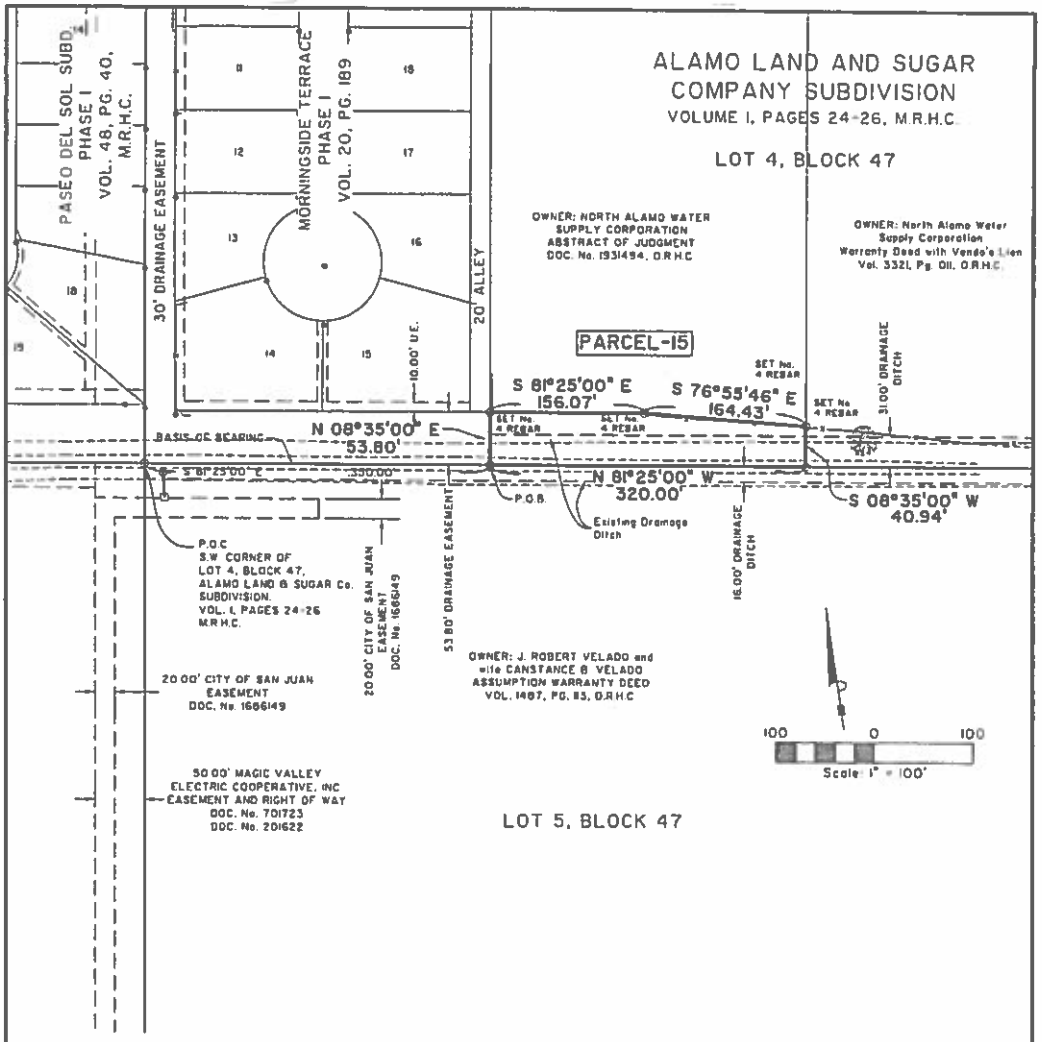
THENCE, North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 4, Block 47, a distance of 320.00 feet to the **POINT OF BEGINNING** and containing 0.371-acres of which 0.143 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.614** of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9-28-2011

Revised: 5/2/12



ALL CORNER ARE No. 4 REBARS SET WITH A PLASTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED.

OWNER: NORTH ALAMO WATER SUPPLY CORPORATION BY VIRTUE OF AN ABSTRACT OF JUDGMENT, DATED SEPTEMBER 25, 2008, RECORDED IN DOCUMENT No 1931494, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

DESCRIPTION: 8.59-ACRES OUT OF LOT 4, BLOCK 47, ALAMO AND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 8.59-AC
TO BE ACQUIRED: 0.371-AC.
EXISTING DRAINAGE DITCH: 0.143-AC
PROPOSED NET TAKING: 0.614-AC
REMAINDER: 8.219-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -15
SURVEY PLAT
OF A 0.371 OF AN ACRE OF LAND
OUT OF 8.59-ACRES OUT OF
LOT 4, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUMUE I, PAGES 24-26, M.R.H.C.

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. The Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

G.F. No.: 125046

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 9-28-208 Revised: 5/2/12

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.208	DATE: SEPT. 26, 208
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

L. G. 'JERRY' CANALES

ATTORNEY AT LAW
217 W. Cano, Edinburg, Texas 78539
(956) 383-2708

ATTORNEY REPRESENTATION AND FEE LETTER

The legal documents needed for this closing have been prepared by the law office of L.G. 'JERRY' CANALES. The legal fees for preparation of the documents are based on the customary fees charged for document preparation in similar transactions. Mr. Canales has undertaken to prepare documents only, and has not in any way undertaken to assist or advise the seller or buyer about this transaction or the documents executed in connection with it.

All documents were prepared by Mr. Canales based on information provided to him by third parties (e.g. the earnest money contract, title commitment and loan closing instructions), and he has not made any independent effort to verify this information.

Mr. Canales may have prepared the legal documents for both seller and buyer and may also have given legal advice to Valley Land Title Company concerning this transaction. Under the strict rules which lawyers must follow to avoid conflicts of interest, he has determined that he would be able to prepare the documents in such a case.

We agree to pay the fees charged by Mr. Canales for document preparation as shown on the closing statement and acknowledge that we have been given the opportunity to have our own attorney review the documentation.

SELLER:

NORTH ALAMO WATER SUPPLY CORPORATION

BY: _____
STEVE D. KRENEK, President

BUYER:

THE COUNTY OF HIDALGO

By: _____
VALDE GUERRA, Executive Officer

Date: March 3, 2014
GF# 125046

INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS

(Seller Or Owner-Borrower)

GF# 125046

SUBJECT PROPERTY: **A 0.371 of an acre of land out a of 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared the undersigned known to me to be the person(s) whose names(s) is/are subscribed hereto and upon oath deposes and says that he is the President of NORTH ALAMO WATER SUPPLY CORPORATION, the owner of the above described property and in such capacity is familiar with the following, that there are:

1. No unpaid debts for taxes, plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

   Creditor — Approximate Amount

   NONE

2. No loans or liens (including federal or state liens and judgment liens) of any kind on such property except the following:

   Creditor — Original Loan Amount:

   NONE

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except the following:

   NONE

INDEMNITY: I/WE AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART HEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME/US, KNOWN TO ME/US, OR HAVE AN INCEPTION DATE PRIOR TO THE CLOSING OF THIS TRANSACTION.

I/we realize that the purchaser and/or lender and the title company in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money therein unless said representations were made.

SELLER OR OWNER-BORROWER

Steve D. Krenek

STEVE D. KRENEK

JUAN MANUEL ELIZONDO
Notary Public, State of Texas
My Commission Expires
July 05, 2015

SWORN AND SUBSCRIBED TO BEFORE ME by **STEVE D. KRENEK**, on April 15 2014.

NOTARY PUBLIC - STATE OF TEXAS

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -15

Being a 0.371 of an acre of land out of 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described by metes and bounds as follows;

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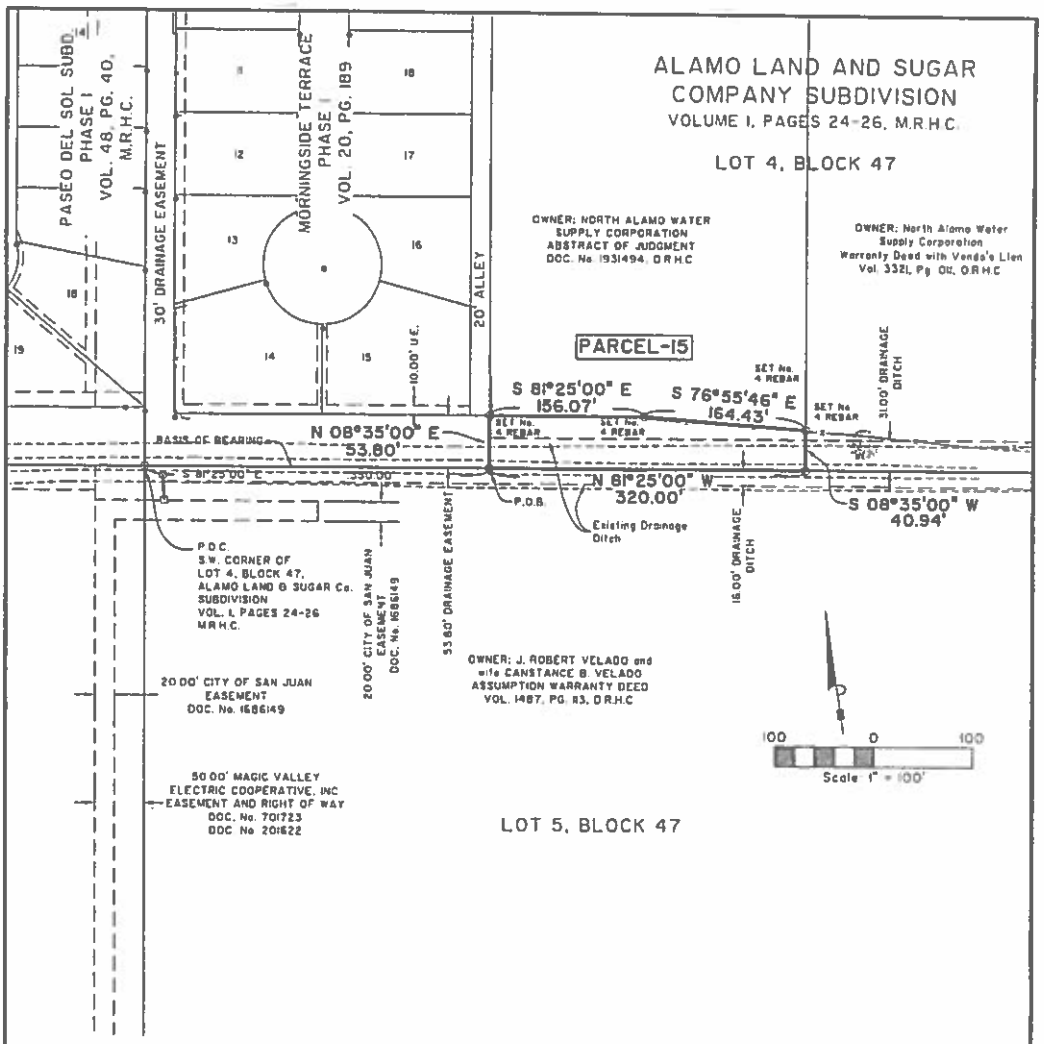
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I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9-28-2011

Revised: 5/2/12



ALL CORNER ARE No. 4 REBARS SET WITH A PLASTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED

OWNER: NORTH ALAMO WATER SUPPLY CORPORATION BY VIRTUE OF AN ABSTRACT OF JUDGMENT, DATED SEPTEMBER 25, 2008, RECORDED IN DOCUMENT No. 1931494, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: 8.59-ACRES OUT OF LOT 4, BLOCK 47, ALAMO AND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 8.59-AC.
TO BE ACQUIRED: 0.371-AC
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PROPOSED NET TAKING: 0.614-AC
REMAINDER: 8.219-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -15
SURVEY PLAT
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The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO ECTO JR. 4541 PROFESSIONAL LAND SURVEYOR

GF. No.: 129046

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 9-28-2011 Revised: 5/2/12

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 488 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.20M	DATE: SEPT. 26, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

Declaration of Nonforeign Status – Entity

Date: **March 3, 2014**

Transferor: **NORTH ALAMO WATER SUPPLY CORPORATION**

Transferor's Home Address (including county): **420 S. Doolittle Rd.**
Edinburg, Hidalgo County, Texas 78542

Transferor's U.S. Taxpayer Identification Number: 74-1595319

Transferee: **THE COUNTY OF HIDALGO**

Property: **A 0.371 of an acre of land out of a 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes, including purposes of section 1445, the owner of a disregarded entity that has legal title to a U.S. real property interest under local law will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required on the disposition of a U.S. real property interest by Transferor, I certify on behalf of Transferor that the contents of this declaration are true.

Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

Transferor is not a disregarded entity as defined in Treasury Regulation section 1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this declaration could be punished by fine, imprisonment, or both.

UNDER PENALTIES OF PERJURY I DECLARE THAT I HAVE EXAMINED THIS DECLARATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT, AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF TRANSFEROR.

NORTH ALAMO WATER SUPPLY CORPORATION

BY: _____
STEVE D. KRENEK, President

JUAN MANUEL ELIZONDO
Notary Public, State of Texas
My Commission Expires
July 05, 2015

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on April 15, 2014 by **STEVE D. KRENEK, President of NORTH ALAMO WATER SUPPLY CORPORATION on behalf of said corporation.**

_____
NOTARY PUBLIC - STATE OF TEXAS

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

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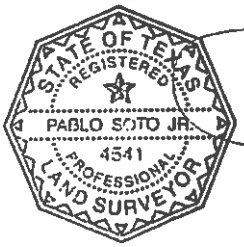
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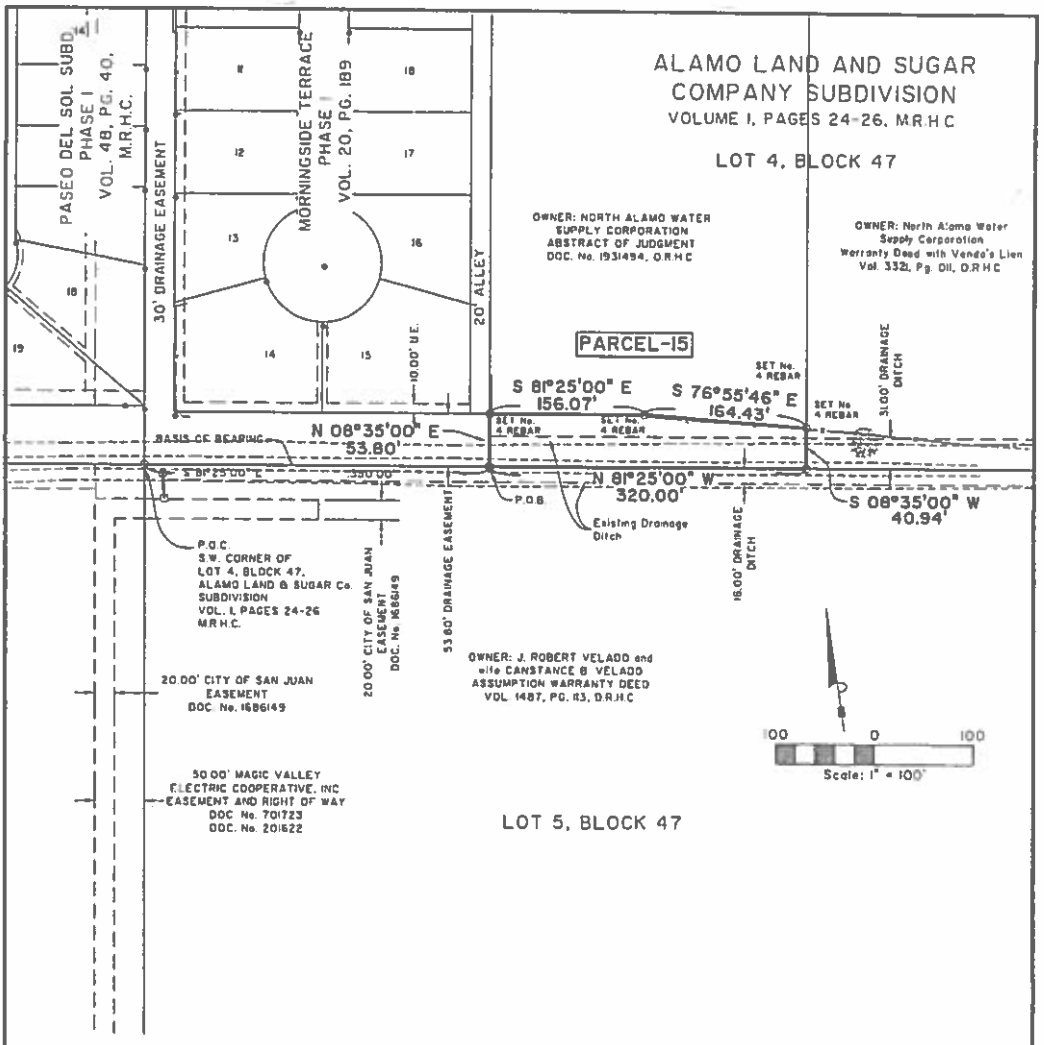
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I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9-28-2011

Revised: 5/2/12



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STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9-26-2011 Revised: 5/2/12

GF. No.: 129046

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
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(TEL) 956 782-2557 • (FAX) 956 782-2558
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JOB No.: ENG09.208	DATE: SEPT. 26, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: **March 3, 2014**

TO: SELLER: **NORTH ALAMO WATER SUPPLY CORPORATION**

BUYER: **THE COUNTY OF HIDALGO**

FROM: **VALLEY LAND TITLE CO.**

PROPERTY: **A 0.371 of an acre of land out of a 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

This is to give you notice that VALLEY LAND TITLE CO. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE CO. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE CO. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE CO. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge $55.00 for the first tax account and $20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE CO. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS $10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE CO. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I __X__ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE ____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE CO. PRIOR TO CLOSING.

SELLER:
NORTH ALAMO WATER SUPPLY CORPORATION

BY: _____
STEVE D. KRENEK, President

BORROWER:
THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -15

Being a 0.371 of an acre of land out of 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 25 minutes 00 seconds East, with the South line of Lot 4, Block 47, a distance of 350.00 feet to the Southwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, North 08 degrees 35 minutes 00 seconds East, a distance of 53.80 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the Proposed North Right of Way line of the Minnesota Drainage Ditch, a distance of 156.07 feet to a No. 4 set (with a plastic cap stamped RGEC) for an exterior corner of said tract of land ;

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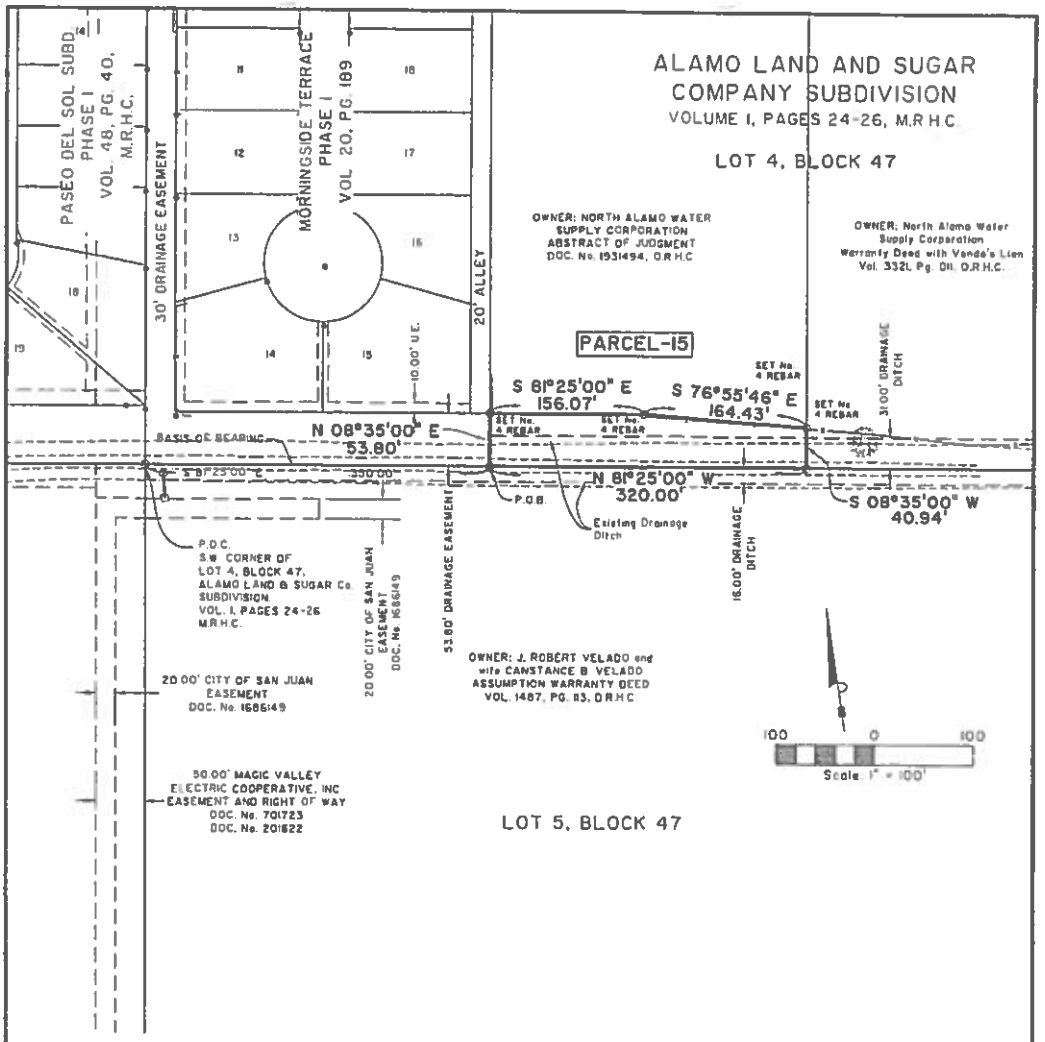
THENCE, North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 4, Block 47, a distance of 320.00 feet to the **POINT OF BEGINNING** and containing 0.371-acres of which 0.143 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.614** of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9-28-2011

Revised: 5/2/12



ALL CORNER ARE No. 4 REBARS SET WITH A PLASTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED.

OWNER: NORTH ALAMO WATER SUPPLY CORPORATION BY VIRTUE OF AN ABSTRACT OF JUDGMENT, DATED SEPTEMBER 25, 2008, RECORDED IN DOCUMENT No. 1931494, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

DESCRIPTION: 8.59-ACRES OUT OF LOT 4, BLOCK 47, ALAMO AND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS

TOTAL ACREAGE: 8.59-AC
TO BE ACQUIRED: 0.371-AC
EXISTING DRAINAGE DITCH: 0.143-AC
PROPOSED NET TAKING: 0.614-AC
REMAINDER: 8.219-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -15
SURVEY PLAT
OF A 0.371 OF AN ACRE OF LAND OUT OF 8.59-ACRES OUT OF LOT 4, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUMUE I, PAGES 24-26, M.R.H.C.

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

GF No.: 125046

PABLO SOTO, JR., R.P.L.S. No. 4541

Date: 9-28-2011 Revised: 5/2/12

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

JOB No.: ENG09.208	DATE: SEPT. 26, 208
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

NO PRORATION AGREEMENT

WHEREAS, **NORTH ALAMO WATER SUPPLY CORPORATION**, hereinafter referred to as **SELLER** has this day sold to **THE COUNTY OF HIDALGO**, hereinafter referred to as **PURCHASER**, the following described property, to-wit:

A 0.371 of an acre of land out of a 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SELLER and **PURCHASER** acknowledge that taxes will not be prorated through the date of closing and **SELLER** shall be fully and solely responsible for taxes for the year **2014** through the date of closing.

EXECUTED at Edinburg, Texas, this 3rd day of March, 2014.

SELLER

NORTH ALAMO WATER SUPPLY CORPORATION

BY: _____
STEVE D. KRENEK, President

BUYER

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -15

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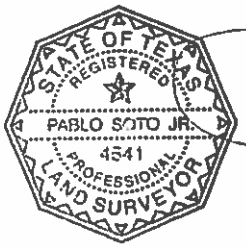
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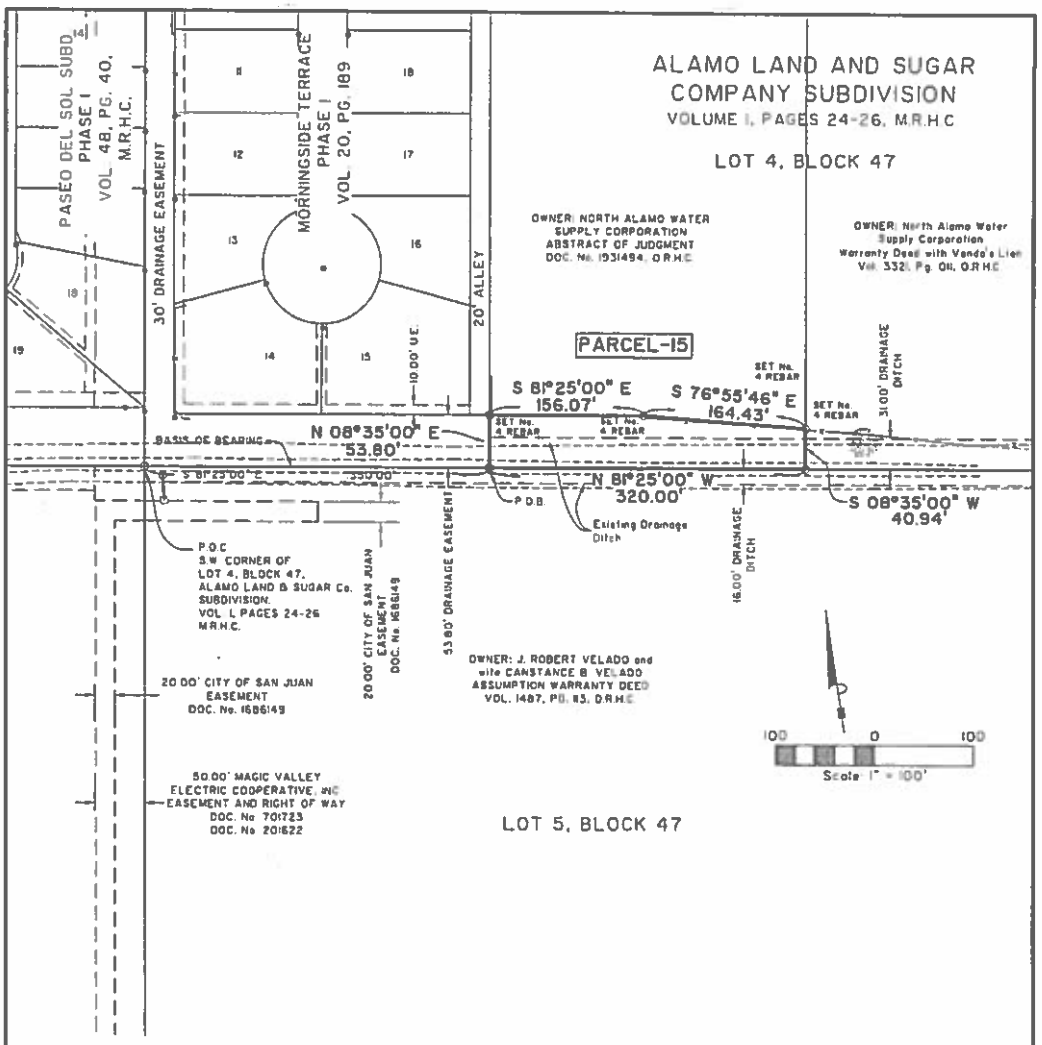
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I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9-28-2011

Revised: 5/2/12



ALL CORNER ARE No. 4 REBARS SET WITH A PLASTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED

OWNER: NORTH ALAMO WATER SUPPLY CORPORATION BY VIRTUE OF AN ABSTRACT OF JUDGMENT, DATED SEPTEMBER 25, 2008, RECORDED IN DOCUMENT No. 1931494, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: 8.59-ACRES OUT OF LOT 4, BLOCK 47, ALAMO AND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS

TOTAL ACREAGE: 8.59-AC.
TO BE ACQUIRED: 0.371-AC
EXISTING DRAINAGE DITCH: 0.143-AC
PROPOSED NET TAKING: 0.614-AC
REMAINDER: 8.219-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -15
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The undersigned hereby state that this survey as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

GF. No.: 129046

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 9-26-208 Revised: 5/2/12

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No. ENG09.208	DATE: SEPT. 26, 208
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\00-Minnesota Drain\Parcels\Parcels_Master.dwg

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: **125046**

TO: **VALLEY LAND TITLE CO.**

AGENT FOR: **ALLIANT NATIONAL TITLE INSURANCE COMPANY**

Gentlemen:

I/We, **THE COUNTY OF HIDALGO**, has this day purchased from **NORTH ALAMO WATER SUPPLY CORPORATION** the following described property in Hidalgo County, Texas, to-wit:

A 0.371 of an acre of land out of a 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on _____, 2014.

BUYER:

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
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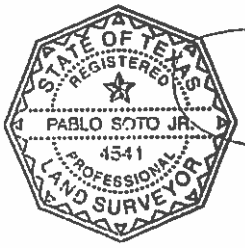
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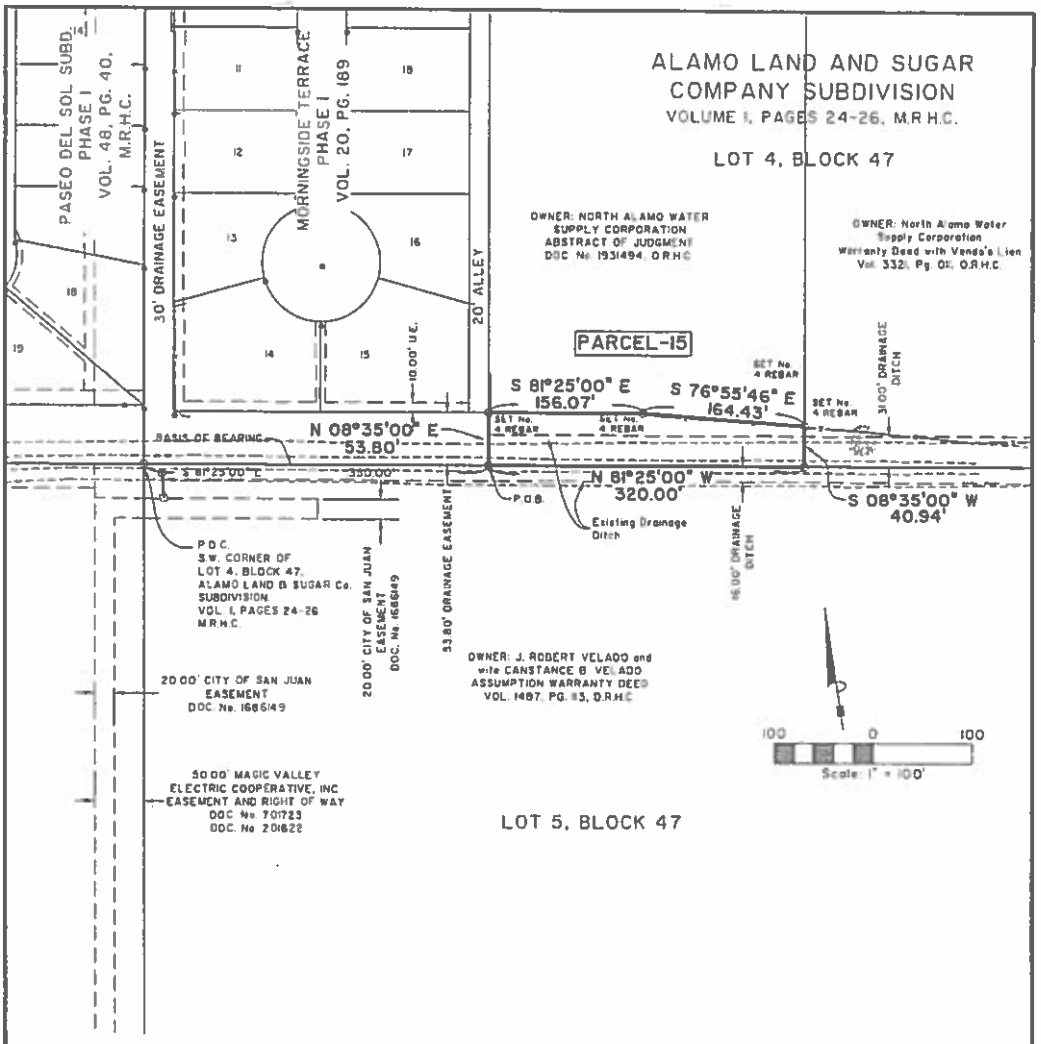
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Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9-28-2011

Revised: 5/2/12



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STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

G.F. No.: 129046

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9-26-2011 Revised: 5/2/12

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 488 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.208	DATE: SEPT. 26, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\00-Minnesota Drain\Parcels\Parcels_Master.dwg

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

DATED: March 3, 2014

NOTIFICATION OF TAXING AUTHORITIES

GF#125046

RE: **A 0.371 of an acre of land out of a 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from the Hidalgo County Clerk's office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 S. Professional Drive
Edinburg, Texas 78539
www.HIDALGOAD.ORG

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on _____, 2014.

BUYER:

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

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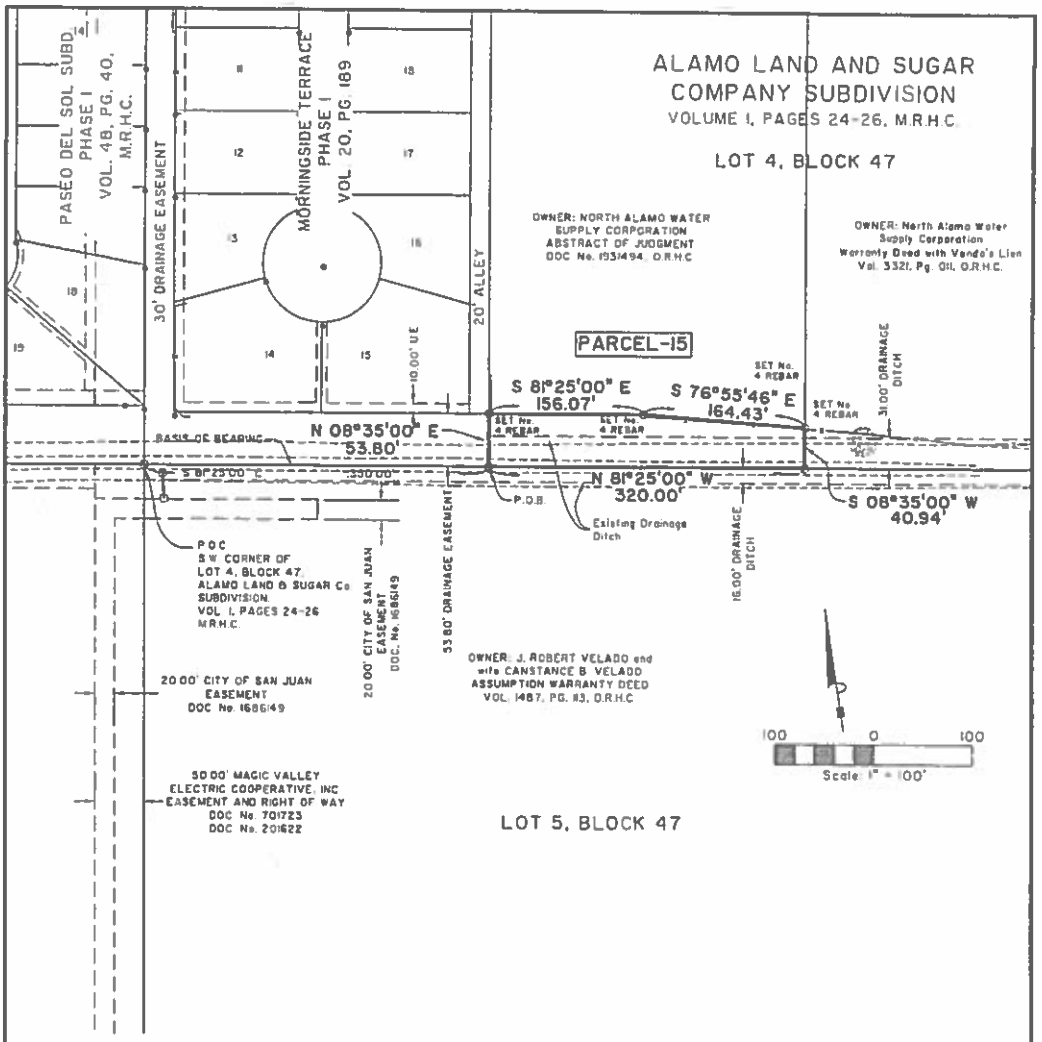
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STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9-28-208 Revised: 5/2/12

G.F. No.: 129046

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ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

JOB No.: ENG09.208	DATE: SEPT. 26, 208
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\09-Minnesota Drain\Parcels\Parcels_Master.dwg

NOTICE TO PURCHASERS
DEED RESTRICTIONS

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

The real property described below, which you are purchasing is subject to deed restrictions recorded in Hidalgo County, Texas as set out in Schedule B of the Title Commitment.

A 0.371 of an acre of land out of a 8.59-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 8.59-acres is vested to North Alamo Water Supply Corporation, from D.E.A. Incorporated, (defendants) by virtue of an Abstract of Judgment dated September 25, 2008 and recorded in Document No. 1931494, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

The undersigned acknowledge that they have been furnished with a copy of said restrictive covenants and further acknowledge that we have been furnished with a copy of the Owner's Title Policy Commitment.

We further acknowledge that we have been advised that if there are any matter in either the restrictive covenants or the Owner's Title Policy Commitment which we do not understand, that we should seek legal counsel of our own choosing for an explanation of the legal significance and effect that these matters may have on our property.

We agree that the owner's Title Policy, which will be issued by Valley Land Title Company, covering the above described real property will be issued on the promulgated Texas Form which contains the standard printed exceptions and those special exceptions set out on Schedule B of the above referenced Owner's Title Policy Commitment.

BUYER:

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

Date: March 3, 2014

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance

6. File Number	7. Loan Number	8. Mortgage Ins Case Number
125047		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
The County of Hidalgo, Texas **2802 S. Business Highway 281** **Edinburg, TX 78541**	**North Alamo Water Supply Corporation** **420 S. Doolittle Rd.** **Edinburg, TX 78542-9707**	,

G. Property Location	H. Settlement Agent Name	
Alamo Land And Sugar Company, Lot 4, Block 47, E445'-W785'-E30 ac, 10.22 ac net, Hidalgo County **, TX**	**Valley Land Title Co.** **612 W. Nolana** **Ste. #570** **McAllen, TX 78504 Tax ID: 20-4064406**	
	Place of Settlement **Valley Land Title Company** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **4/9/2014** Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	$10,935.00	401. Contract Sales Price	$10,935.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	$685.34	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	$11,620.34	**420. Gross Amount Due to Seller**	$10,935.00
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$0.00	**520. Total Reduction Amount Due Seller**	$0.00
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	$11,620.34	601. Gross Amount due to seller (line 420)	$10,935.00
302. Less amounts paid by/for borrower (line 220)	$0.00	602. Less reductions in amt. due seller (line 520)	$0.00
303. Cash From Borrower	$11,620.34	**603. Cash To Seller**	$10,935.00

File No. 125047

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	**$10,935.00**	**@ % =**	**$0.00**		
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement				**$0.00**	**$0.00**
704. The following persons, firms or	to				
705. corporation s received a portion	to				
706. of the real estate commission amount	to				
707. shown above:	to				
800. Items Payable in Connection with Loan					
801. Loan Origination Fee %	to				
802. Loan Discount %	to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application	to				
807. Assumption Fee	to				
900. Items Required by Lender To Be Paid in Advance					
901. Interest from 4/9/2014 to 5/1/2014 @ $0/day					
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to				
1000. Reserves Deposited With Lender					
1001. Hazard insurance		months @	per month		
1002. Mortgage insurance		months @	per month		
1003. City property taxes		months @	per month		
1004. County property taxes		months @	per month		
1005. Annual assessments		months @	per month		
1006. School property taxes		months @	per month		
1007. Water District taxes		months @	per month		
1008. HOA Dues		months @	per month		
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:)					
1108. Title insurance	to **Valley Land Title Company**			**$244.00**	
(includes above items numbers:)					
1109. Lender's coverage	**$0.00/$0.00**				
1110. Owner's coverage	**$10,935.00/$244.00**				
1111. Escrow fee	to **Valley Land Title Company**			**$330.00**	
1112. Guaranty Assessment Recoupment Charge	to **Valley Land Title Co.-Guaranty ARC Fee**			**$1.80**	
1113. Tax Service Fee	to **Hidalgo County Property Tax Service**			**$59.54**	
1200. Government Recording and Transfer Charges					
1201. Recording Fees	Deed **$50.00** ; Mortgage ; Rel		to **Valley Land Title Company**	**$50.00**	
1202. City/county tax/stamps	Deed ; Mortgage		to		
1203. State tax/stamps	Deed ; Mortgage		to		
1204.	to				
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				**$685.34**	

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return, for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

THE COUNTY OF HIDALGO, TEXAS

By: _____
Valde Guerra
Its: Executive Officer

North Alamo Water Supply Corporation

By Steve D. Krenek

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: April _____, 2014

Grantor: **NORTH ALAMO WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation**

Grantor's Mailing Address: [include county]: 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542

Grantee: **COUNTY OF HIDALGO, TEXAS**

Grantee's Mailing Address: [include county] 2818 South Business Highway 281, Edinburg, Hidalgo County, Texas 78539

Drainage Project: "Drainage Project" as used herein shall mean the construction of a drainage system, and appurtenances thereto, by the County of Hidalgo along Minnesota Road from Raul Longoria to Cesar Chavez, in Hidalgo County, Texas.

Consideration: TEN THOUSAND NINE HUNDRED THIRTY-FIVE AND NO/100THS DOLLARS ($10,935.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED.

Property (including any improvements):

Being a 0.331 acre of land out of 10.241 acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241 acres is vested to North Alamo Water Supply Corporation, a Texas non-profit corporation from D.E.A., Incorporated, Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described by metes

and bounds in Exhibit "A" attached hereto and by this reference incorporated herein and made an integral part hereof.

Reservations from Conveyance:

Grantor retains all rights to oil, gas, other minerals, water and appurtenant water rights to the extent they have not been previously excepted from conveyance or reserved and to the extent such have been previously reserved or excepted from conveyance, they are hereby excepted from this conveyance and Grantor also retains the easement rights in the Parcel necessary to inspect and maintain that portion of Grantor's levee/berm supporting its reservoir as such exists and may exist in the future on its adjacent property as shown in Exhibit "B" hereto.

Grantor also retains all soil removed from such Parcel and not used for constructing the Drainage Project in Lot 4, Block 47, and such soil shall be placed at a reasonable location designated by Grantor on Grantor's adjacent lands by Grantee at Grantee's sole expense.

Exceptions to Warranty:

1. Subject to any portion of the land within the limits or boundaries of any private canal roadway and/or highway and the rights of the public thereto.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Exceptions to Conveyance and Warranty:

1. Subject to any portion of the land within the limits or boundaries of any public canal roadway and/or highway and the rights of the public thereto.

2. Restrictive covenants of record;

3. All oil, gas, and other minerals reserved in Deeds recorded in Volume 842, page 551, and Volume 1393, Page 232, both in the Deed Records of Hidalgo County, Texas;

4. Oil and Gas Lease dated January 27, 1982, from Charles R. Queen and wife, Albertine A. Queen, to May Petroleum recorded in Volume 411, Page 447, Oil and Gas Records of Hidalgo County, Texas;

5. Non-Drilling Stipulation contained in Deed dated January 15, 1974, recorded in Volume 1393, Page 232, Deed Records, Hidalgo County, Texas;

6. Easements, rights, rules, and regulations in favor of Hidalgo County Water Improvement District No. 2;

7. All visible easements and easements and reservations as may appear upon the recorded map and dedication of said subdivision; and

8. Subdivision regulations of the County of Hidalgo and/or Ordinance or government regulations of the City holding extraterritorial jurisdiction of said property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

NORTH ALAMO WATER SUPPLY CORPORATION

By: _____

Name: _____

Its: _____

GRANTEE:

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County, Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 15th day of April, 20 14, by Steve D. Krenek, President of **NORTH ALAMO WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation.**

LUANN FARMER
Notary Public, State of Texas
My Commission Expires
January 31, 2015

Luann Farmer
Notary Public, State of Texas
Notary's name (printed): Luann Farmer
Notary's commission expires: 1-31-2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ___ day of _____, 20___, by **Ramon Garcia, County Judge**, for the **COUNTY OF HIDALGO, TEXAS.**

_____
Notary Public, State of Texas
Notary's name (printed): _____
Notary's commission expires: _____

AFTER RECORDING **RETURN TO:**
County of Hidalgo, Texas
302 West University Drive
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICES OF:
Fryer & Hansen, P.L.L.C.
1352 W. Pecan Blvd.
McAllen, Texas 78501

County: Hidalgo

Eng09.001
September 28, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -16

Being a 0.331 of an acre of land out of 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle set at the Southeast corner of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision; **Thence**, North 81 degrees 25 minutes 00 seconds West, with the South line of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, a distance of 205.00 feet to the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 4, Block 47, a distance of 445.00 feet to the Southwest corner of this tract of land;

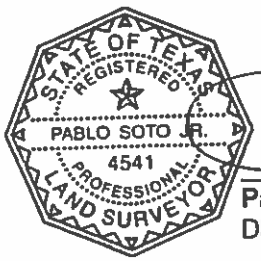
THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the West line of said Lot 4, Block 47, a distance of 40.94 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 76 degrees 55 minutes 46 seconds East, with the Proposed North Right of Way line of the Minnesota Drainage Ditch, a distance of 127.00 to a No. 4 rebar set (with a plastic cap stamped RGEC) for an interior corner of this tract of land;

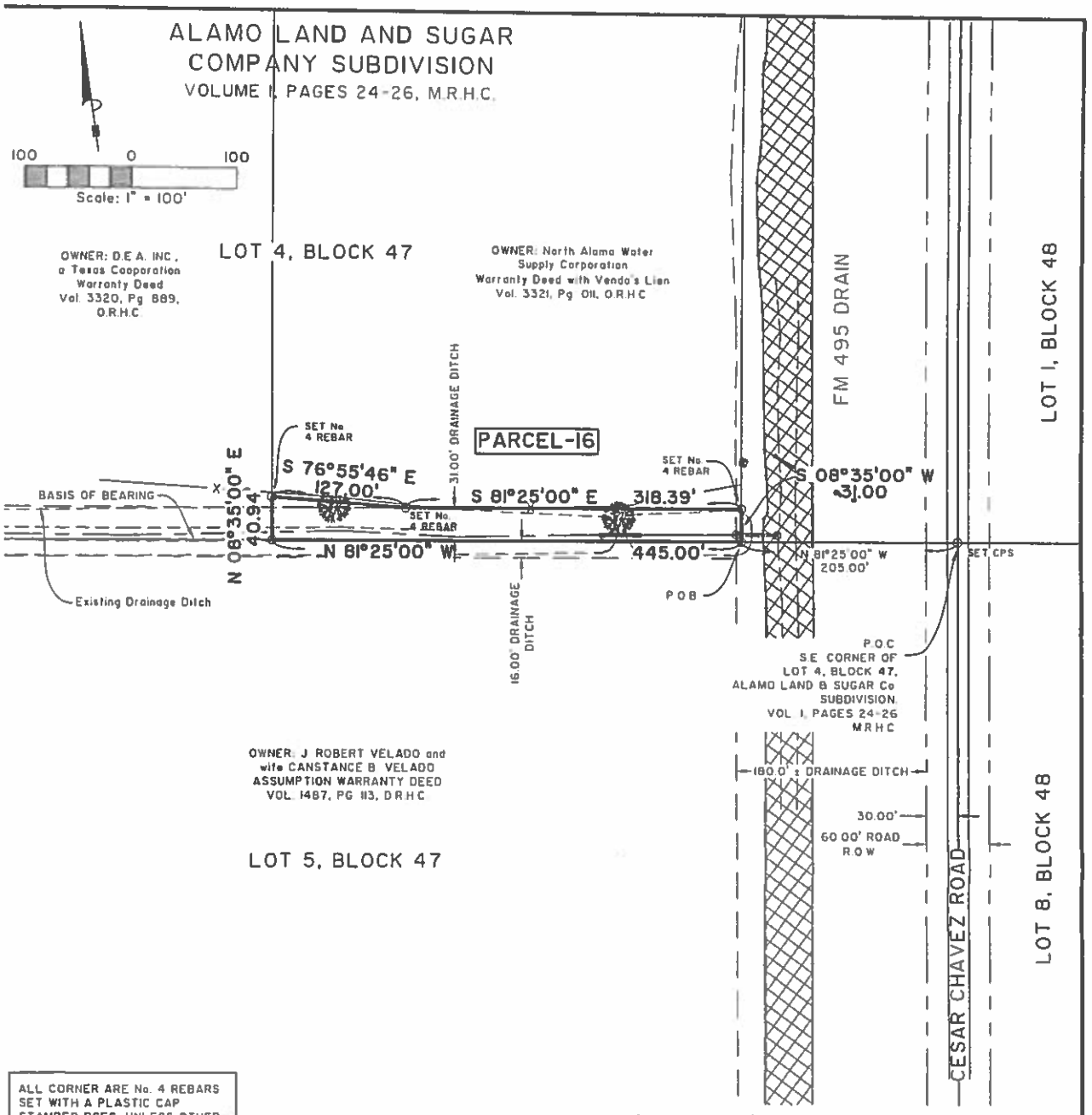
THENCE, South 81 degrees 25 minutes 00 seconds East, continuing with the Proposed North Right of Way line of said Minnesota Drainage Ditch, a distance of 318.39 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land;

THENCE, South 08 degrees 35 minutes 00 seconds West, parallel to the East line of said Lot 4, Block 47, a distance of 31.00 feet to **POINT OF BEGINNING** and containing 0.331 of an acre which 0.317 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.014** of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/28/11



ALL CORNER ARE No. 4 REBARS SET WITH A PLASTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED.

OWNER: NORTH ALAMO WATER SUPPLY CORPORATION, A TEXAS NON-PROFIT CORPORATION BY VIRTUE OF A WARRANTY DEED DATED SEPT. 03, 1992, RECORDED IN VOLUME 3321, PAGE 011, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS AND DOCUMENT No. 280042, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: 10.241-ACRES OUT OF LOT 4, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 10.241-AC.
TO BE ACQUIRED: 0.331-AC.
EXISTING DRAINAGE DITCH: 0.317-AC
PROPOSED NET TAKING: 0.014-AC
REMAINDER: 9.910-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -16
SURVEY PLAT
OF A 0.331 OF AN ACRE OF LAND OUT OF 10.241-ACRES OUT OF LOT 4, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUMUE I, PAGES 24-26, M.R.H.C.

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

GF. No.: 125047

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9/28/11

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.001	DATE: SEPT. 28, 2011
DRAWN BY: RG	PAGE: 3 OF 3

e Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

L. G. 'JERRY' CANALES

ATTORNEY AT LAW
217 W. Cano, Edinburg, Texas 78539
(956) 383-2708

ATTORNEY REPRESENTATION AND FEE LETTER

The legal documents needed for this closing have been prepared by the law office of L.G. 'JERRY' CANALES. The legal fees for preparation of the documents are based on the customary fees charged for document preparation in similar transactions. Mr. Canales has undertaken to prepare documents only, and has not in any way undertaken to assist or advise the seller or buyer about this transaction or the documents executed in connection with it.

All documents were prepared by Mr. Canales based on information provided to him by third parties (e.g. the earnest money contract, title commitment and loan closing instructions), and he has not made any independent effort to verify this information.

Mr. Canales may have prepared the legal documents for both seller and buyer and may also have given legal advice to Valley Land Title Company concerning this transaction. Under the strict rules which lawyers must follow to avoid conflicts of interest, he has determined that he would be able to prepare the documents in such a case.

We agree to pay the fees charged by Mr. Canales for document preparation as shown on the closing statement and acknowledge that we have been given the opportunity to have our own attorney review the documentation.

SELLER:

NORTH ALAMO WATER SUPPLY CORPORATION

BY: _____
STEVE D. KRENEK, President

BUYER:

THE COUNTY OF HIDALGO

By: _____
VALDE GUERRA, Executive Officer

Date: March 3, 2014
GF# 125047

INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS
(Seller Or Owner-Borrower)

GF# 125047

SUBJECT PROPERTY: **A 0.331 of an acre of land out of a 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared the undersigned known to me to be the person(s) whose names(s) is/are subscribed hereto and upon oath deposes and says that he is the President of NORTH ALAMO WATER SUPPLY CORPORATION, the owner of the above described property and in such capacity is familiar with the following, that there are:

1. No unpaid debts for taxes, plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

   Creditor — Approximate Amount

   NONE

2. No loans or liens (including federal or state liens and judgment liens) of any kind on such property except the following:

   Creditor — Original Loan Amount:

   FARMERS HOME ADMINSTRATION — **$ ----**

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except the following:

   NONE

INDEMNITY: I/WE AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART HEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME/US, KNOWN TO ME/US, OR HAVE AN INCEPTION DATE PRIOR TO THE CLOSING OF THIS TRANSACTION.

I/we realize that the purchaser and/or lender and the title company in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money therein unless said representations were made.

SELLER OR OWNER-BORROWER

Steve D. Krenek

STEVE D. KRENEK

JUAN MANUEL ELIZONDO
Notary Public, State of Texas
My Commission Expires
July 05, 2015

SWORN AND SUBSCRIBED TO BEFORE ME by **STEVE D. KRENEK**, on April 15 2014.

Juan Elizondo

NOTARY PUBLIC - STATE OF TEXAS

County: Hidalgo

Eng09.001
September 28, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -16

Being a 0.331 of an acre of land out of 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle set at the Southeast corner of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision; **Thence**, North 81 degrees 25 minutes 00 seconds West, with the South line of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, a distance of 205.00 feet to the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 4, Block 47, a distance of 445.00 feet to the Southwest corner of this tract of land;

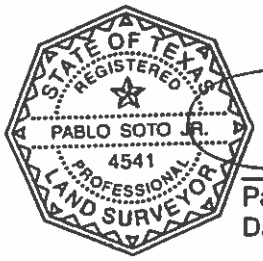
THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the West line of said Lot 4, Block 47, a distance of 40.94 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 76 degrees 55 minutes 46 seconds East, with the Proposed North Right of Way line of the Minnesota Drainage Ditch, a distance of 127.00 to a No. 4 rebar set (with a plastic cap stamped RGEC) for an interior corner of this tract of land;

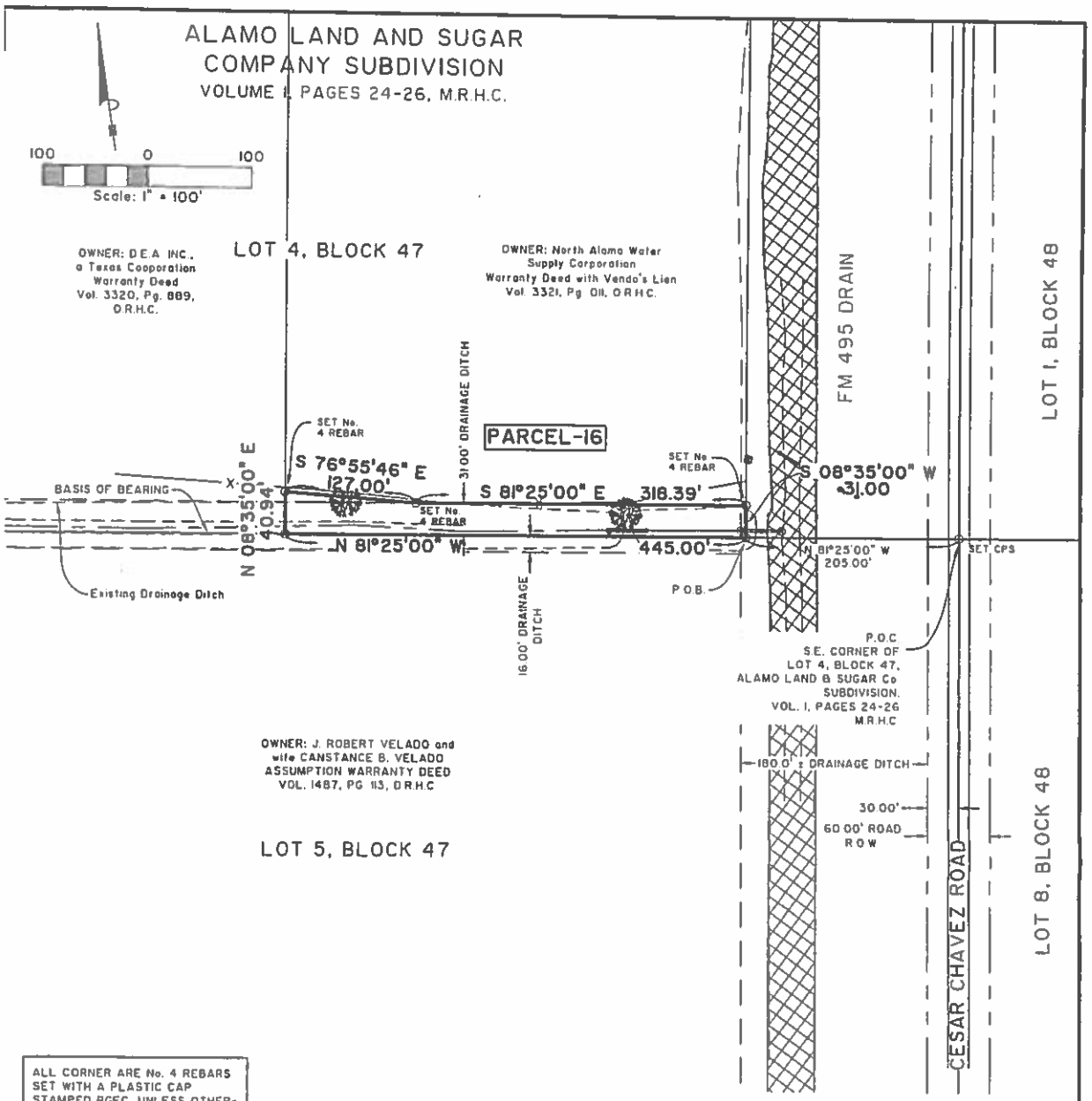
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THENCE, South 08 degrees 35 minutes 00 seconds West, parallel to the East line of said Lot 4, Block 47, a distance of 31.00 feet to **POINT OF BEGINNING** and containing 0.331 of an acre which 0.317 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.014** of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/28/11



ALL CORNER ARE No. 4 REBARS SET WITH A PLASTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED.

OWNER: NORTH ALAMO WATER SUPPLY CORPORATION, A TEXAS NON-PROFIT CORPORATION BY VIRTUE OF A WARRANTY DEED DATED SEPT. 03, 1992, RECORDED IN VOLUME 3321, PAGE 011, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS AND DOCUMENT No 280042, OFFICIAL RECORDS OF HIDALGO COUNTY,TEXAS.

DESCRIPTION: 10.241-ACRES OUT OF LOT 4, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY,TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 10.241-AC
TO BE ACQUIRED: 0.331-AC
EXISTING DRAINAGE DITCH: 0.317-AC
PROPOSED NET TAKING: 0.014-AC
REMAINDER: 9.910-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -16
SURVEY PLAT
OF A 0.331 OF AN ACRE OF LAND OUT OF 10.241-ACRES OUT OF LOT 4, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUMUE 1, PAGES 24-26, M.R.H.C.

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STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

GF. No: 125047

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9/28/11

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(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.001	DATE: SEPT. 28, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

Declaration of Nonforeign Status – Entity

Date: **March 3, 2014**

Transferor: **NORTH ALAMO WATER SUPPLY CORPORATION**

Transferor's Home Address (including county): **420 S. Doolittle Rd.**
Edinburg, Hidalgo County, Texas 78542

Transferor's U.S. Taxpayer Identification Number: 74-1595319

Transferee: **THE COUNTY OF HIDALGO**

Property: **A 0.331 of an acre of land out of a 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes, including purposes of section 1445, the owner of a disregarded entity that has legal title to a U.S. real property interest under local law will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required on the disposition of a U.S. real property interest by Transferor, I certify on behalf of Transferor that the contents of this declaration are true.

Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

Transferor is not a disregarded entity as defined in Treasury Regulation section 1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this declaration could be punished by fine, imprisonment, or both.

UNDER PENALTIES OF PERJURY I DECLARE THAT I HAVE EXAMINED THIS DECLARATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT, AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF TRANSFEROR.

NORTH ALAMO WATER SUPPLY CORPORATION

BY: _____
STEVE D. KRENEK, President

JUAN MANUEL ELIZONDO
Notary Public, State of Texas
My Commission Expires
July 05, 2015

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on April 15, 2014 by **STEVE D. KRENEK, President of NORTH ALAMO WATER SUPPLY CORPORATION on behalf of said corporation.**

_____
NOTARY PUBLIC – STATE OF TEXAS

County: Hidalgo

Eng09.001
September 28, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
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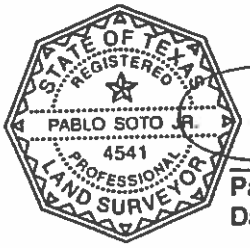
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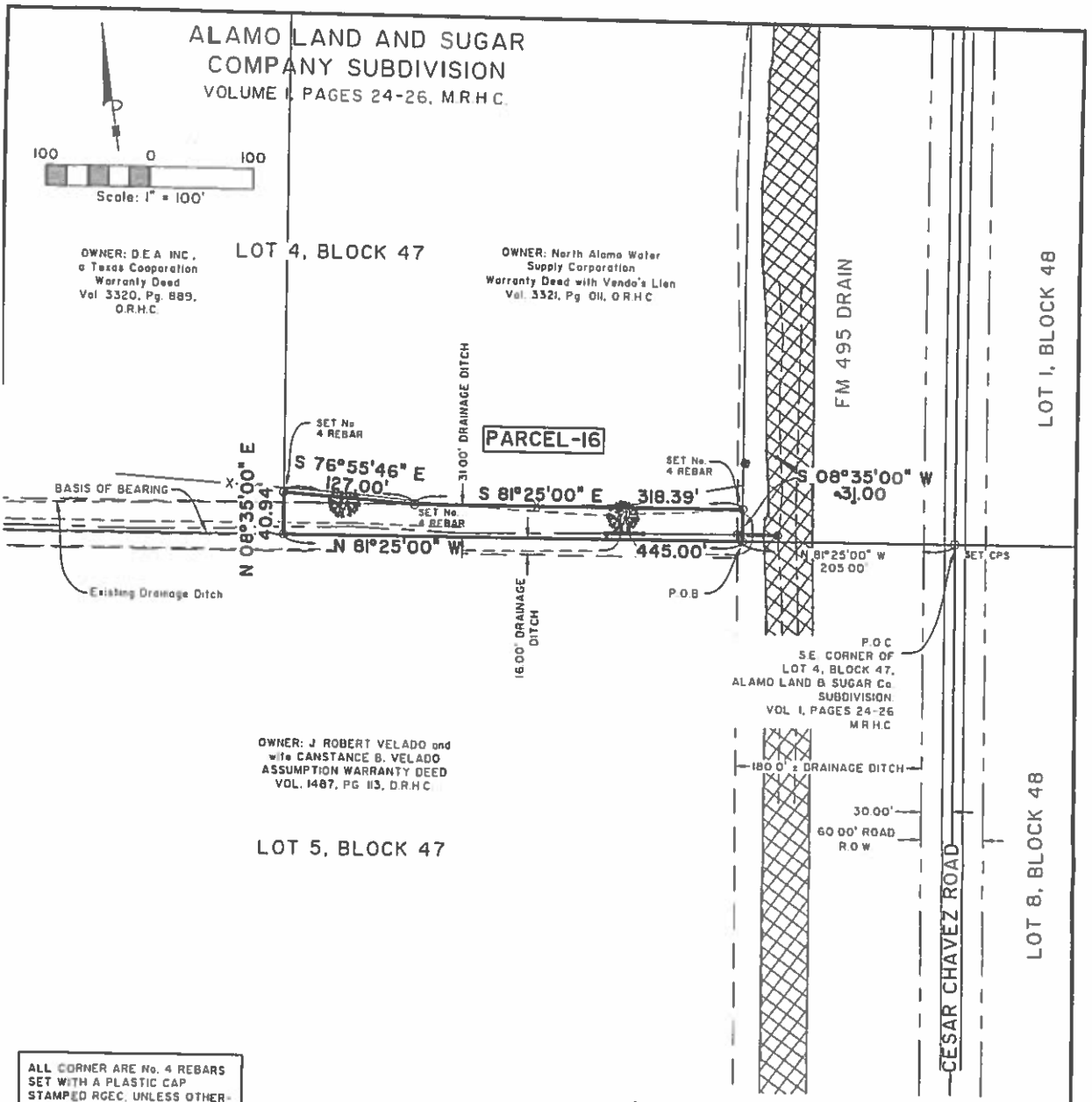
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Date: 9/28/11



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JOB No.: ENG09 001	DATE: SEPT 28, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: **March 3, 2014**

TO: SELLER: **NORTH ALAMO WATER SUPPLY CORPORATION**

BUYER: **THE COUNTY OF HIDALGO**

FROM: **VALLEY LAND TITLE CO.**

PROPERTY: **A 0.331 of an acre of land out of a 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

This is to give you notice that VALLEY LAND TITLE CO. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE CO. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE CO. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE CO. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge $55.00 for the first tax account and $20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE CO. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS $10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE CO. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I __X__ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE ___ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE CO. PRIOR TO CLOSING.

SELLER:
NORTH ALAMO WATER SUPPLY CORPORATION

BY: _____
STEVE D. KRENEK, President

BORROWER:
THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

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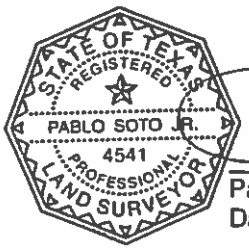
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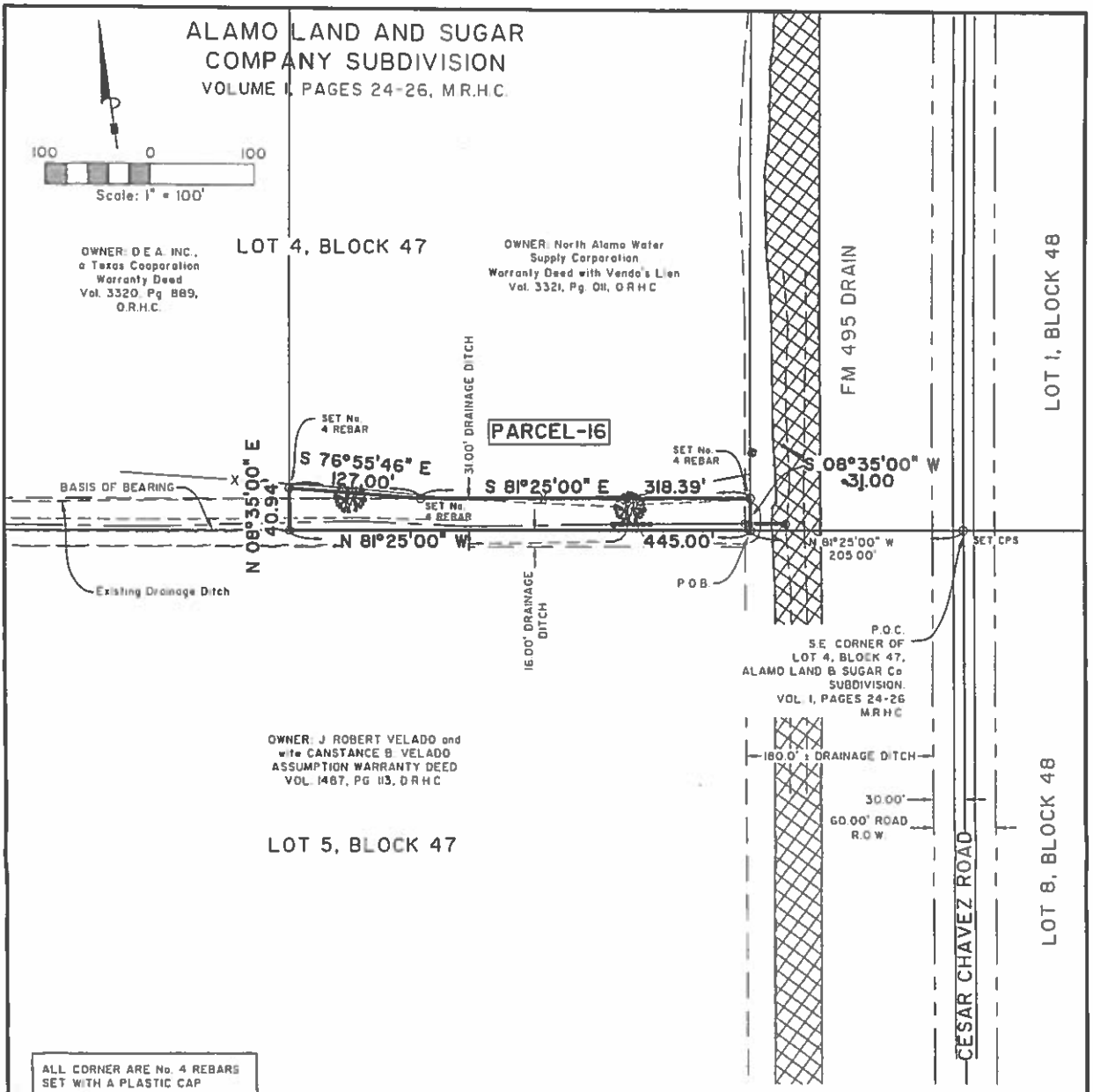
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Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/28/11



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JOB No.: ENG09 001	DATE: SEPT. 28, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

County: Hidalgo

Eng09.001
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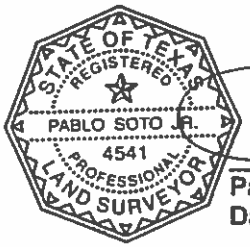
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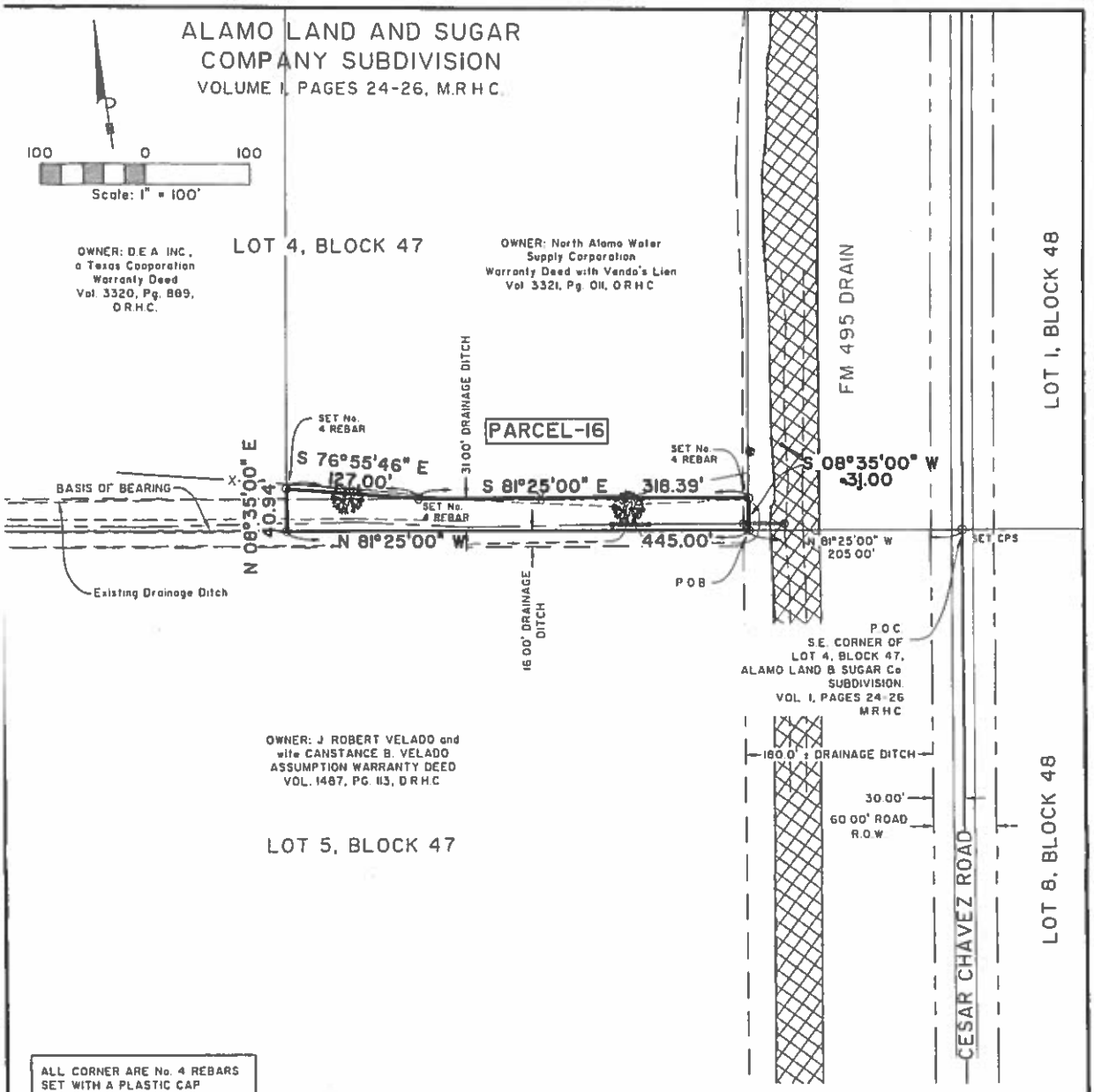
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JOB No.: ENG09.001	DATE: SEPT. 28, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: **125047**

TO: **VALLEY LAND TITLE CO.**

AGENT FOR: **ALLIANT NATIONAL TITLE INSURANCE COMPANY**

Gentlemen:

I/We, **THE COUNTY OF HIDALGO**, has this day purchased from **NORTH ALAMO WATER SUPPLY CORPORATION** the following described property in Hidalgo County, Texas, to-wit:

A 0.331 of an acre of land out of a 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on _____, 2014.

BUYER:

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

County: Hidalgo

Eng09.001
September 28, 2011

Ditch: Minnesota Drainage Ditch

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -16

Being a 0.331 of an acre of land out of 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle set at the Southeast corner of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision; **Thence**, North 81 degrees 25 minutes 00 seconds West, with the South line of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, a distance of 205.00 feet to the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 4, Block 47, a distance of 445.00 feet to the Southwest corner of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the West line of said Lot 4, Block 47, a distance of 40.94 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 76 degrees 55 minutes 46 seconds East, with the Proposed North Right of Way line of the Minnesota Drainage Ditch, a distance of 127.00 to a No. 4 rebar set (with a plastic cap stamped RGEC) for an interior corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, continuing with the Proposed North Right of Way line of said Minnesota Drainage Ditch, a distance of 318.39 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land;

THENCE, South 08 degrees 35 minutes 00 seconds West, parallel to the East line of said Lot 4, Block 47, a distance of 31.00 feet to **POINT OF BEGINNING** and containing 0.331 of an acre which 0.317 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.014** of an acre of land, more or less.

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

DATED: March 3, 2014

NOTIFICATION OF TAXING AUTHORITIES

GF#125047

RE: **A 0.331 of an acre of land out of a 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from the Hidalgo County Clerk's office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 S. Professional Drive
Edinburg, Texas 78539
www.HIDALGOAD.ORG

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on _____, 2014.

BUYER:

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

NOTICE TO PURCHASERS
DEED RESTRICTIONS

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

The real property described below, which you are purchasing is subject to deed restrictions recorded in Hidalgo County, Texas as set out in Schedule B of the Title Commitment.

A 0.331 of an acre of land out of a 10.241-acres out of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

The undersigned acknowledge that they have been furnished with a copy of said restrictive covenants and further acknowledge that we have been furnished with a copy of the Owner's Title Policy Commitment.

We further acknowledge that we have been advised that if there are any matter in either the restrictive covenants or the Owner's Title Policy Commitment which we do not understand, that we should seek legal counsel of our own choosing for an explanation of the legal significance and effect that these matters may have on our property.

We agree that the owner's Title Policy, which will be issued by Valley Land Title Company, covering the above described real property will be issued on the promulgated Texas Form which contains the standard printed exceptions and those special exceptions set out on Schedule B of the above referenced Owner's Title Policy Commitment.

BUYER:

THE COUNTY OF HIDALGO

BY: _____
VALDE GUERRA, Executive Officer

Date: March 3, 2014

AI-44267 **Precinct #2 21. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 ICA SJ-Eldora & Sgt Trevino Rd (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenues received from the City of San Juan for the Pct 2 Eldora & Sgt Treviño Rd Project.
2. Approval of 2014 appropriation of funds into Pct 2 ICA SJ-Eldora & Sgt Treviño Rd in the amount of $182,929.86.

BACKGROUND

Interlocal agreement was approved by CC 8/6/13 AI#39872

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-091-0-841

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

BUDGETARY IMPACT:

Appropriation of funds available through reimbursement from the City of San Juan for the Pct 2 Eldora and Sgt Trevino Rd Project in revenue account # 4-1200-337-00-122-007-0-000.

Attachments

revised
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 11:38 AM
Merlen P. Munoz	Merlen P. Munoz	04/25/2014 03:53 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Erika Zamora Started On: 04/24/2014 05:36 PM

Final Approval Date: 04/25/2014

DATE: April 29, 2014

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Precinct #2 ICA SJ- Eldora & Sgt Trevino Rd

ACCOUNT NUMBER: 4-1200-431-00-122-091-0-841

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

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
4-1200-431-00-122-091-0- 841	Pct 2 ICA SJ-Eldora & Sgt Trevino Rd	Aid to Govt Agency	182,929.86
4-1200-337-00-122-007-0- 000	*R&B Pct 2-Intgt'l Revenue*	*San Juan-Eldora& Sgt Trevino Rd*	*182,929.86*
		TOTAL BUDGET INCREASE (DECREASE)	**182,929.86**

REASON: Appropriation of funds from reimbursement received from the City of San Juan for the Pct 2 Eldora & Sgt Trevino lowering of the canal crossings Project through Interlocal Agreement approved by Commissioners Court on 8/6/13 AI#39872 .

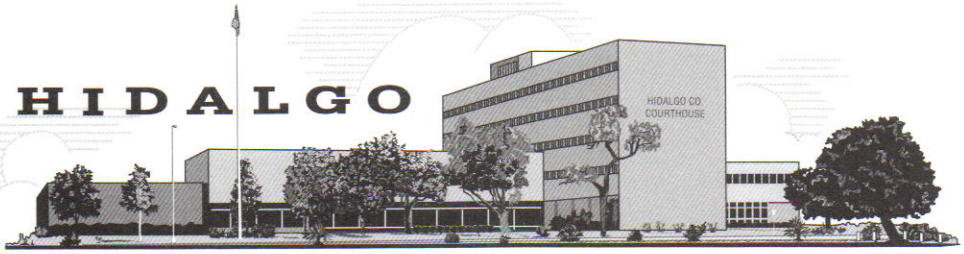
DEPARTMENT HEAD SIGNATURE

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

April 25, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from interlocal agreement with the City of San Juan for Eldora Road and Sargeant Trevino Road in the amount of $182,929.86 for Precinct 2. 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

4/28/14
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-44226 **Precinct #2 21. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Various Funds:
Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Account No.	Amount
Co. Wide Shop			
Verizon Wireless	9718984671	4-1200-431-00-122-004-0-532	$10.38
Verizon Wireless	9720691666	4-1200-431-00-122-004-0-532	$64.03
Verizon Wireless	9720691666	4-1200-431-00-122-004-0-532	$10.38
Verizon Wireless	9722412639	4-1200-431-00-122-004-0-532	$64.03
Verizon Wireless	9722412639	4-1200-431-00-122-004-0-532	$10.38
Total			**$159.20**
Administration			
Verizon Wireless	9720691656	4-1200-431-00-122-005-0-532	$44.11
Verizon Wireless	9720691656	4-1200-431-00-122-005-0-532	$66.94
Verizon Wireless	9722412629	4-1200-431-00-122-005-0-532	$44.11
Verizon Wireless	9722412629	4-1200-431-00-122-005-0-532	$65.13
Advance Publishing Co.	140108	4-1200-431-00-122-005-0-540	$378.00
Total			**$598.29**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-00X-0-532/540

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

BUDGETARY IMPACT:

Funds pending PO liquidation

PO Available balance as of 4-25-14:
705443 $677.64
704321 $531.20
704322 $770.37

703177 $378.00

Attachments

invoice 1
invoice 2
invoice 3
invoice 4
invoice 5
invoice 6&7
invoice 8
invoice 9
Advance Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 08:55 AM
Manuel Chapa	Manuel Chapa	04/24/2014 09:26 AM
Angela Garcia (Originator)	Angela Garcia	04/24/2014 10:13 AM
Manuel Chapa	Manuel Chapa	04/25/2014 04:10 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Angela Garcia Started On: 04/23/2014 04:02 PM

Final Approval Date: 04/25/2014

verizonwireless

Invoice Number	Account Number	Date Due	Page
9718984671	822603189–00029	Past Due	7 of 8

INVOICE RECEIVED BY: May ON 2/10/14
GOODS/SERVICES RECEIVED BY: Erilla Zamora ON 1/24 - 2/23/14

Summary for Pct 2 Admin: 956–578–1589

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	01/24 – 02/23	9.99
		$9.99 ✓

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	1	--	--
Total Voice					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges	
Fed Universal Service Charge	.39
	$.39
Total Current Charges for 956–578–1589	**$10.38** ✓

RECEIVED BY COUNTY AUDITOR
2014 MAR 6 PM 4 03

PO # 705443
4-1200-431-00-122-004-0-532
Req # 252410

Detail for Pct 2 Admin: 956–578–1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/09	4:06P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--

Order #: 2193 Copy #: 05 Control #:20000756-00006214

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On January 1, the FUSC changed to 3.94 percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges changed to 16.4 percent. For more details, please call 1–888–684–1888.

Order #: 2193 Copy #: 05 Control #:20000756-00006213

verizonwireless

Invoice Number	Account Number	Date Due	Page
9720691666	822603189-00029	Past Due	4 of 8

INVOICE RECEIVED BY: May ON 3/7/14
GOODS/SERVICES RECEIVED BY: Emilia Zamora ON 2/24-3/23/14

Summary for CO Wide Shop Office Use: 956–310–8379

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

Beginning on 11/24/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Monthly Charges

Nationwide Talk Share 1400	02/24 – 03/23	80.00
23% Access Discount	02/24 – 03/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	218	--	--
Total Voice					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.43
	$2.43

Total Current Charges for 956–310–8379 **$64.03**

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

PO # 705443
4-1200-431-00-122-004-0-532
Req # 252410

Detail for CO Wide Shop Office Use: 956–310–8379

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	9:17A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	1:58P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
1/24	2:19P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	--	--	--
1/27	8:23A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	--	--	--
1/27	8:24A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	--	--	--
1/27	8:25A	956–781–5996	Peak	PlanAllow	San Juan TX	Pharr TX	3	--	--	--
1/27	10:53A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/27	11:44A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/27	11:59A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
1/27	2:21P	956–581–2711	Peak	PlanAllow	Pharr TX	Mission TX	1	--	--	--
1/27	4:08P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	--	--	--
1/28	10:02A	956–784–4229	Peak	PlanAllow	McAllen TX	Incoming CL	1	--	--	--
1/28	10:20A	956–784–4229	Peak	PlanAllow	McAllen TX	Pharr TX	1	--	--	--
1/28	10:20A	956–787–1891	Peak	PlanAllow,CallWait	McAllen TX	Incoming CL	1	--	--	--
1/28	1:47P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	--	--	--
1/28	2:57P	956–565–2473	Peak	PlanAllow	San Juan TX	Mercedes TX	2	--	--	--

Order #: 5823 Copy #: 13 Control #:20000776-00006425

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/28	3:21P	956–565–2473	Peak	PlanAllow	Pharr TX	Mercedes TX	4	--	--	--
1/29	6:07A	956–739–6591	Peak	PlanAllow	Alamo TX	Incoming CL	2	--	--	--
1/29	10:47A	956–451–6455	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
1/29	1:44P	956–999–8058	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/30	9:57A	956–565–2473	Peak	PlanAllow	Pharr TX	Mercedes TX	1	--	--	--
1/30	10:43A	956–565–3788	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
1/30	3:27P	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/03	9:25A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/03	10:53A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
2/03	12:25P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--
2/04	10:26A	956–565–2473	Peak	PlanAllow	San Juan TX	Mercedes TX	2	--	--	--
2/04	3:00P	956–702–1056	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/04	3:01P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--
2/04	3:05P	956–702–1056	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/04	4:43P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/05	9:37A	956–581–2711	Peak	PlanAllow	Pharr TX	Mission TX	3	--	--	--
2/06	10:21A	956–565–2473	Peak	PlanAllow	Pharr TX	Mercedes TX	1	--	--	--
2/06	2:02P	956–739–6591	Peak	PlanAllow	Edcouch TX	Incoming CL	1	--	--	--
2/06	3:51P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	4	--	--	--
2/06	3:59P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	--	--	--
2/07	11:07A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	--	--	--
2/10	8:43A	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/10	9:02A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	--	--	--
2/10	11:42A	956–565–3788	Peak	PlanAllow	San Juan TX	Mercedes TX	2	--	--	--
2/10	3:41P	956–565–3788	Peak	PlanAllow	Weslaco TX	Mercedes TX	2	--	--	--
2/10	4:33P	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/11	9:35A	956–380–2535	Peak	PlanAllow	San Juan TX	Edinburg TX	2	--	--	--
2/11	9:38A	956–565–2473	Peak	PlanAllow	Pharr TX	Mercedes TX	2	--	--	--
2/11	9:53A	956–702–1056	Peak	PlanAllow	Pharr TX	Pharr TX	8	--	--	--
2/11	11:01A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/12	10:21A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/12	2:53P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/12	2:56P	956–380–2535	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--
2/12	4:39P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
2/12	4:49P	956–222–4180	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/13	9:14A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
2/13	9:16A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
2/13	9:49A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	5	--	--	--
2/13	9:54A	956–702–0066	Peak	PlanAllow	San Juan TX	Pharr TX	5	--	--	--
2/13	9:59A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	6	--	--	--
2/13	10:05A	956–781–5995	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/13	10:06A	956–800–8168	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	--	--	--
2/13	10:09A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/13	10:16A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
2/13	10:52A	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--

Order #: 5823 Copy #: 13 Control #:20000776-00006425

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/13	10:55A	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/13	11:05A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
2/13	1:08P	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/13	3:12P	956–565–3788	Peak	PlanAllow	Weslaco TX	Mercedes TX	9	—	—	—
2/13	3:45P	956–565–3724	Peak	PlanAllow	Weslaco TX	Mercedes TX	9	—	—	—
2/14	10:08A	956–787–1891	Peak	PlanAllow	Falfurrias TX	Pharr TX	2	—	—	—
2/18	8:10A	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	3	—	—	—
2/18	8:15A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
2/18	1:52P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
2/19	1:12P	956–686–7622	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/19	1:14P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
2/19	1:19P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
2/19	2:10P	956–565–3788	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	2:56P	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
2/19	3:08P	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
2/19	4:09P	956–781–5996	Peak	PlanAllow	San Juan TX	Pharr TX	11	—	—	—
2/20	11:14A	956–781–5996	Peak	PlanAllow	Weslaco TX	Pharr TX	3	—	—	—
2/21	8:15A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/21	8:17A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/21	8:35A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/21	8:39A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/21	10:34A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/21	11:10A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—

Order #: 5823 Copy #: 13 Control #:20000776-00006424

verizonwireless

Invoice Number	Account Number	Date Due	Page
9720691666	822603189–00029	Past Due	7 of 8

INVOICE RECEIVED BY: _____ ON 3/7/14

GOODS/SERVICES RECEIVED BY: Erika Tamez ON 3/24-3/23/14

Summary for Pct 2 Admin: 956–578–1589

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	02/24 – 03/23	9.99
		$9.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	1	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	.39
	$.39

Total Current Charges for 956–578–1589 **$10.38**

Detail for Pct 2 Admin: 956–578–1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/13	11:06A	956–292–3029	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	--	--	--

PO # 105443
4-1200-431-00-122-004-0-532
Req # 252410

Order #: 5823 Copy #: 13 Control #:20000776-00006423

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Notice Of Administrative Charge Decrease

Effective February 1, 2014 the monthly Verizon Wireless Administrative Charge for voice capable devices decreased from $0.90 to $0.88 per line for all eligible customers. The charge for data only devices remains at $0.06. For information regarding this charge, call 1–888–684–1888. Please consult your Customer Agreement for information about rate changes.

Order #: 5823 Copy #: 13 Control #:20000776-00006422

verizonwireless

Invoice Number	Account Number	Date Due	Page
9720691656	822603189–00005	Past Due	4 of 17

INVOICE RECEIVED BY: Mary ON 3/6/14
GOODS/SERVICES RECEIVED BY: Erika Zamora ON 2/24-3/23/14

Summary for Abel Sanchez: 956–310–1517

Your Plan

America's Choice SharePlan 600
$55.12 monthly charge
600 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Beginning on 02/19/13:
22% Access Discount

Beginning on 02/17/14:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

200 Text PIX FLIX Messages
200 monthly message allowance
$.10 per message sent after allowance
$.02 per message Rcv'd after allowance

Monthly Charges

America's Choice SharePlan 600	02/24 – 03/23	55.12
23% Access Discount	02/24 – 03/23	–12.68
		$42.44

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	600 (shared)	163	--	--
Mobile to Mobile	*minutes*	unlimited	2	--	--
Night/Weekend	*minutes*	unlimited	93	--	--
Total Voice					$.00
Messaging					
Text, Picture & Video	*messages*	200	20	--	--
Total Messaging					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.67
	$1.67

Total Current Charges for 956–310–1517 **$44.11**

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

PO # 8704321
4-1200-431-00-122-005-0-532
Req # 250201

Detail for Abel Sanchez: 956–310–1517

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	11:00A	956–278–3460	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--
1/24	11:24A	956–369–0823	Peak	M2MAllow	Alamo TX	Edinburg TX	2	--	--	--
1/24	11:48A	718–307–6250	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--
1/24	12:14P	956–854–1952	Peak	PlanAllow	Alamo TX	Incoming CL	4	--	--	--
1/24	12:46P	956–784–1956	Peak	PlanAllow	Alamo TX	Incoming CL	3	--	--	--
1/24	1:28P	956–784–1956	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--
1/24	2:43P	956–787–1891	Peak	PlanAllow	Alamo TX	Pharr TX	4	--	--	--
1/24	3:24P	956–800–7025	Peak	PlanAllow	Alamo TX	Incoming CL	7	--	--	--
1/24	4:34P	956–632–2716	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	4:53P	956–636–5441	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	6:28P	956–961–6338	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--

Order #: 5823 Copy #: 13 Control #:20000800-00006634

Detail for Abel Sanchez: 956–310–1517

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	6:31P	956–961–6338	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/25	2:36P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	7	—	—	—
1/25	2:52P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
1/25	3:51P	855–494–0963	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
1/25	11:48P	Data Airtime	Off–Peak	N&W,Data	Pharr TX	Data CL	1	—	—	—
1/26	12:49P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
1/26	6:47P	956–685–6055	Off–Peak	N&W	Pharr TX	Incoming CL	11	—	—	—
1/26	7:09P	956–685–6055	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
1/26	7:10P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
1/26	8:25P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
1/26	11:37P	956–685–6055	Off–Peak	N&W	Pharr TX	Pharr TX	3	—	—	—
1/26	11:45P	956–685–6055	Off–Peak	N&W	Pharr TX	Incoming CL	5	—	—	—
1/27	2:51P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/27	3:08P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	3:10P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	3:57P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	4:05P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	4:15P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	4:29P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	4:30P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	6:22P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	8:55P	956–685–6055	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	9:00P	956–904–3885	Peak	N&W,PlanAllow,Span	Pharr TX	Incoming CL	3	—	—	—
1/27	9:07P	800–935–9935	Off–Peak	N&W	Pharr TX	Toll–Free CL	4	—	—	—
1/27	9:10P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	—	—	—
1/28	11:03A	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/28	11:14A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/28	3:11P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	3:19P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/28	3:32P	956–636–5441	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	4:27P	855–494–0963	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	10:26P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
1/29	10:20A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/29	3:23P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/29	3:24P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/29	4:30P	956–278–3460	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/29	5:12P	956–632–2716	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/29	5:20P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/29	5:22P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/29	5:28P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/29	5:30P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/29	6:04P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/29	6:30P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/29	6:57P	877–999–5737	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	1:04P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	20	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006634

Detail for Abel Sanchez: 956–310–1517

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/30	3:52P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	4:08P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	4:21P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	5:17P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
1/30	5:29P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
1/30	5:34P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	5:41P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/30	6:26P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	6:26P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	6:31P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/30	7:14P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	7:54P	956–685–6055	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	7:55P	956–685–6055	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	8:07P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/30	8:15P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	11:45P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
1/31	3:55P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/31	4:03P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/31	6:06P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/31	6:23P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/31	10:09P	956–685–6055	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	12:36P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	12:41P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	1:09P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/01	1:15P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	6:36P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	7:27P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	7:35P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/01	7:40P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	—	—	—
2/01	8:04P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/02	5:24P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:26P	956–475–1375	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:28P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:38P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:38P	956–475–1375	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:39P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:56P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:57P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:58P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:58P	956–475–1375	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:59P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:59P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
2/02	7:56P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
2/02	10:22P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/03	4:44P	956–579–5335	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006533

Detail for Abel Sanchez: 956–310–1517

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/03	5:04P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	5:05P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	5:06P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	5:14P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	5:15P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/03	6:17P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	7:07P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/04	1:33P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/04	4:10P	956–579–5335	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/04	4:24P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/04	10:01P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	2	---	---	---
2/05	4:55P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/05	5:05P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/05	5:11P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/05	5:30P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/05	10:08P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
2/05	10:23P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/06	1:02P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/06	4:09P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/06	4:24P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	4:28P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/06	4:36P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	4:37P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	4:37P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	4:46P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/06	5:00P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/06	6:17P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/06	7:13P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	7:14P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	9:15P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/06	10:17P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/07	4:22P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/07	4:25P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:47P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:47P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:47P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:48P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:48P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	5:45P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/07	6:57P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	3	---	---	---
2/08	11:56A	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/09	11:46A	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/09	4:08P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	---	---	---
2/09	4:09P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
2/09	5:44P	956–685–6055	Off–Peak	N&W	Pharr TX	Incoming CL	6	---	---	---

Order #: 5823 Copy #: 13 Control #:20000800-00006633

verizonwireless

Invoice Number	Account Number	Date Due	Page
9720691656	812601389-00005	Past Due	8 of 17

GOODS/SERVICES RECEIVED BY: May ON 3/6/14
GOODS/SERVICES RECEIVED BY: Erika Zamora ON 2/24-3/23/14

Summary for Ricardo Cuellar: 956–369–0823 ✓

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

Pay As You Use Megabyte Data
$1.99 per megabyte

Beginning on 12/06/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	02/24 – 03/23	80.00
23% Access Discount	02/24 – 03/23	–18.40
		$61.60 ✓

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	813	--	--
Mobile to Mobile	*minutes*	unlimited	66	--	--
Night/Weekend	*minutes*	unlimited	151	--	--
Total Voice					$.00
Messaging					
Text – Sent	*messages*	--	3	3	.30
Text – Rcv'd	*messages*	--	31	31	.62
Total Messaging					$.92
Data					
Megabyte Usage**	*megabytes*	--	2	2	3.98
Total Data					$3.98

**Megabyte charges are incurred as a result of using data services like web browsing, receiving daily alerts, downloading games or Ringtones.

Total Usage and Purchase Charges	**$4.90**
Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.43
Other Charges and Credits	
Megabyte Credit Backup Assist	–1.99
	$.44
Total Current Charges for 956–369–0823	**$66.94**

PO # 704322
4-1200-431-00-122-005-0-532 ✓
Req # 250203

Detail for Ricardo Cuellar: 956–369–0823

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	9:06A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	9:21A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	9:56A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	10:06A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
1/24	10:56A	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
1/24	11:24A	956–310–1517	Peak	M2MAllow	Pharr TX	Incoming CL	2	--	--	--
1/24	1:37P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	17	--	--	--

Order #: 5823 Copy #: 13 Control #:20000800-00006632

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	3:14P	956–457–7133	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
1/24	3:21P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
1/24	3:23P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/24	3:25P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
1/24	4:08P	956–457–7133	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/24	4:58P	956–687–1423	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/25	10:17A	956–787–7131	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
1/25	4:58P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	8	—	—	—
1/26	9:45A	956–655–9797	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
1/26	9:46A	956–467–2710	Off–Peak	N&W	Pharr TX	McAllen TX	3	—	—	—
1/26	12:04P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
1/26	12:28P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
1/26	5:20P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
1/27	7:59A	956–209–4739	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	9:21A	956–793–5191	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/27	9:23A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/27	9:35A	956–681–9521	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	10:21A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	7	—	—	—
1/27	10:35A	956–605–4760	Peak	PlanAllow	San Juan TX	Incoming CL	4	—	—	—
1/27	12:35P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	15	—	—	—
1/27	1:19P	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	1:29P	956–884–0360	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	1:45P	956–467–6899	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
1/27	2:35P	956–460–1441	Peak	PlanAllow	Alamo TX	Pharr TX	2	—	—	—
1/27	2:47P	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	4	—	—	—
1/27	3:04P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	11	—	—	—
1/27	3:19P	956–227–2154	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/27	3:42P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/27	4:41P	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	5	—	—	—
1/27	4:48P	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
1/27	6:10P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	3	—	—	—
1/27	6:13P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/27	6:36P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/27	10:10P	956–342–6917	Off–Peak	N&W	Pharr TX	Incoming CL	3	—	—	—
1/28	8:03A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
1/28	8:27A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	8:33A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	9:10A	956–533–8146	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
1/28	10:37A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	10:45A	956–639–7035	Peak	PlanAllow	Pharr TX	Brownsvl TX	1	—	—	—
1/28	11:08A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/28	12:46P	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
1/28	1:38P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/28	2:35P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	17	—	—	—
1/29	8:11A	956–904–8827	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006632

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/29	8:11A	956–904–8827	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
1/29	8:12A	956–904–8827	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	8:14A	956–904–8827	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	8:15A	956–483–6227	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	8:17A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/29	9:09A	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	9:21A	956–292–5813	Peak	M2MAllow	Pharr TX	Edinburg TX	3	---	---	---
1/29	9:35A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	9:37A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	10:12A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/29	10:44A	956–279–0274	Peak	PlanAllow	Donna TX	Edinburg TX	3	---	---	---
1/29	11:04A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	11:05A	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	9	---	---	---
1/29	11:13A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	11:17A	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	11:30A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	11:56A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	7	---	---	---
1/29	12:12P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/29	2:33P	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	7	---	---	---
1/29	4:15P	956–342–9430	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	8:32A	956–342–6606	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	8:35A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
1/30	8:42A	956–607–7640	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	9:03A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	9:19A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
1/30	9:26A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
1/30	9:33A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/30	10:13A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	10:53A	956–322–2546	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
1/30	11:27A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
1/30	11:46A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/30	11:47A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
1/30	3:05P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/30	3:06P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/30	4:49P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
1/30	4:51P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
1/30	4:57P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	14	---	---	---
1/30	5:39P	956–787–7254	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
1/30	6:58P	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
1/31	8:28A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
1/31	8:29A	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
1/31	9:21A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
1/31	9:23A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/31	11:24A	956–227–2154	Peak	PlanAllow	Donna TX	McAllen TX	2	---	---	---
1/31	11:53A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---

Order #: 5823 Copy #: 13 Control #:20000800-00006631

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/31	12:18P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/31	1:54P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/31	3:06P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/31	3:08P	956–360–4000	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/31	3:22P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	5	—	—	—
1/31	3:47P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
1/31	4:06P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/31	4:31P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/31	7:11P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/01	10:11A	956–383–8114	Off–Peak	N&W	Pharr TX	Edinburg TX	1	—	—	—
2/01	10:43A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	5	—	—	—
2/02	11:36A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	21	—	—	—
2/02	12:03P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/03	8:37A	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	8:40A	956–491–1209	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/03	10:32A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/03	11:47A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	11:50A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	11	—	—	—
2/03	12:03P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	12:04P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
2/03	1:21P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/03	2:18P	956–683–7959	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/03	2:59P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	28	—	—	—
2/03	3:41P	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	4:09P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	4:14P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	7:52A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	7:56A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	8:20A	956–605–3862	Peak	PlanAllow	Pharr TX	Edinburg TX	9	—	—	—
2/04	8:32A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/04	8:37A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/04	8:39A	956–782–2557	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/04	8:41A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/04	8:48A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/04	9:09A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/04	9:25A	956–585–1601	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/04	9:31A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	9:52A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	10:00A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	10:33A	956–784–4229	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/04	10:52A	956–605–3862	Peak	PlanAllow	Donna TX	Edinburg TX	1	—	—	—
2/04	11:04A	956–781–6591	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
2/04	11:12A	956–854–0820	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
2/04	11:22A	956–225–3718	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/04	11:27A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006631

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/04	1:28P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
2/04	1:35P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
2/04	1:42P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/04	1:47P	956–605–3862	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/04	2:17P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	5	--	--	--
2/04	2:26P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
2/04	2:43P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/04	4:36P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/04	4:40P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
2/04	4:43P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	1	--	--	--
2/05	8:00A	956–227–1101	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
2/05	8:35A	956–884–0295	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/05	8:44A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
2/05	9:24A	956–279–0274	Peak	PlanAllow	San Juan TX	Edinburg TX	1	--	--	--
2/05	9:30A	956–776–5450	Peak	PlanAllow	San Juan TX	Incoming CL	5	--	--	--
2/05	9:36A	956–533–4601	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--
2/05	9:43A	956–776–5450	Peak	PlanAllow	Alamo TX	McAllen TX	1	--	--	--
2/05	10:26A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	4	--	--	--
2/05	10:30A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	10:44A	956–776–5450	Peak	PlanAllow	Pharr TX	Incoming CL	9	--	--	--
2/05	10:53A	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
2/05	10:54A	956–639–7035	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
2/05	10:55A	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
2/05	10:58A	956–533–8962	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
2/05	11:03A	956–884–0295	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	11:16A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
2/05	11:24A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	11:30A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
2/05	11:53A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	--	--	--
2/05	12:47P	956–460–6364	Peak	M2MAllow	San Juan TX	Incoming CL	2	--	--	--
2/05	1:11P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	1:51P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	2:05P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
2/05	2:40P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/05	3:50P	956–495–7000	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
2/05	4:21P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
2/05	4:24P	956–283–8134	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/05	4:34P	956–207–9298	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	6:29P	956–429–2882	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
2/06	10:45A	956–605–3171	Peak	PlanAllow	Pharr TX	Incoming CL	6	--	--	--
2/06	11:37A	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
2/06	11:39A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
2/06	11:40A	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
2/06	11:43A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
2/06	12:04P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/06	1:44P	956–533–8962	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/06	2:07P	956–467–2710	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
2/06	2:11P	956–467–2710	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/06	2:18P	956–821–1949	Peak	PlanAllow	San Juan TX	McAllen TX	2	—	—	—
2/06	2:32P	956–475–1375	Peak	PlanAllow	San Juan TX	Pharr TX	1	—	—	—
2/06	2:54P	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
2/06	2:57P	956–460–1441	Peak	PlanAllow	Alamo TX	Pharr TX	1	—	—	—
2/06	3:09P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	6	—	—	—
2/06	3:16P	956–793–5191	Peak	PlanAllow	Pharr TX	Harlingen TX	3	—	—	—
2/06	3:24P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/06	3:30P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	15	—	—	—
2/06	4:04P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	9:16A	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
2/07	9:34A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/07	9:39A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/07	10:13A	956–821–2103	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/07	10:29A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/07	11:38A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	1:17P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	3:13P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	4:23P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	4:32P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
2/08	9:35A	956–383–8114	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/08	9:38A	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	11	—	—	—
2/08	9:54A	956–884–9192	Off–Peak	N&W	Alamo TX	Incoming CL	2	—	—	—
2/08	11:54A	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	6	—	—	—
2/08	1:29P	956–322–2546	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
2/08	1:57P	956–322–2546	Off–Peak	N&W	San Juan TX	McAllen TX	3	—	—	—
2/08	2:00P	956–322–2546	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
2/08	2:04P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
2/08	2:44P	956–279–0274	Off–Peak	N&W	San Juan TX	Edinburg TX	2	—	—	—
2/08	2:48P	956–460–6608	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
2/08	6:43P	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
2/08	6:50P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/08	8:21P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	3	—	—	—
2/09	8:53A	956–322–2546	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
2/09	9:10A	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
2/09	12:02P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
2/09	1:14P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
2/09	2:04P	956–492–8346	Off–Peak	N&W	McAllen TX	Incoming CL	1	—	—	—
2/09	3:02P	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	1	—	—	—
2/10	8:17A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
2/10	8:34A	956–376–0467	Peak	M2MAllow	Pharr TX	Weslaco TX	2	—	—	—
2/10	9:19A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/10	9:21A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/10	9:25A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	11:19A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	1:36P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/10	1:37P	956–784–5961	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	---	---	---
2/10	1:38P	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
2/10	2:07P	956–562–4175	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	2:13P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/10	2:15P	956–984–9362	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	2:20P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/10	2:22P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	2:23P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	2:30P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	9	---	---	---
2/10	2:43P	956–787–1958	Peak	PlanAllow	San Juan TX	Pharr TX	1	---	---	---
2/10	3:38P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/10	4:11P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
2/10	4:13P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	1	---	---	---
2/10	4:39P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	12	---	---	---
2/10	6:56P	956–784–5961	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
2/10	7:05P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	4	---	---	---
2/10	7:24P	956–984–9362	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/11	9:51A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/11	10:20A	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	1	---	---	---
2/11	10:43A	956–960–7338	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/11	10:50A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/11	11:53A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/11	12:40P	956–984–9362	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/11	12:45P	956–984–9362	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/11	1:12P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
2/11	1:59P	956–342–3679	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/11	2:21P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
2/11	3:56P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/11	4:04P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
2/11	4:54P	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/12	9:31A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	9:38A	956–467–6899	Peak	M2MAllow	Pharr TX	Incoming CL	5	---	---	---
2/12	9:54A	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
2/12	11:17A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	11:38A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	11:55A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/12	12:47P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	2:40P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/12	2:43P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/12	3:13P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/12	4:06P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	4:06P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	23	---	---	---

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/12	4:36P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/12	4:40P	956–460–6364	Peak	M2MAllow	San Juan TX	Incoming CL	2	—	—	—
2/13	10:49A	956–292–3029	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	—	—	—
2/18	7:55A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/18	10:14A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/18	10:32A	956–655–9797	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/18	10:57A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/18	11:13A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/18	11:40A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
2/18	12:53P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/18	2:19P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/18	2:27P	956–381–9294	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/18	2:30P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/18	3:16P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/18	3:22P	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	6	—	—	—
2/18	3:30P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/18	3:33P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/18	3:41P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/18	3:44P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/18	3:54P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	—	—	—
2/18	4:02P	956–279–5613	Peak	M2MAllow	Pharr TX	Incoming CL	4	—	—	—
2/18	4:25P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	13	—	—	—
2/19	9:44A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
2/19	10:07A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	10:18A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	10:21A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	2	—	—	—
2/19	10:23A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	10:47A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/19	10:48A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	10:50A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/19	11:29A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	5	—	—	—
2/19	11:45A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	14	—	—	—
2/19	12:00P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/19	2:02P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	2:22P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	17	—	—	—
2/19	3:00P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	9	—	—	—
2/19	3:16P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	18	—	—	—
2/19	4:49P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	—	—	—
2/20	9:26A	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/20	9:27A	956–533–4601	Peak	PlanAllow,CallWait	San Juan TX	Incoming CL	7	—	—	—
2/20	9:44A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
2/20	9:55A	956–683–7959	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/20	10:45A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/20	11:06A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/20	11:06A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/20	11:07A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/20	11:08A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/20	11:19A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/20	11:35A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/20	1:38P	956–310–4623	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/20	1:57P	956–279–0274	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
2/20	3:17P	956–884–9192	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/20	3:21P	956–784–0974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/20	4:01P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/20	4:34P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/21	10:14A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
2/21	10:59A	956–460–1441	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
2/21	11:00A	956–227–2154	Peak	PlanAllow	McAllen TX	McAllen TX	1	—	—	—
2/21	11:01A	956–460–1441	Peak	PlanAllow	McAllen TX	Pharr TX	9	—	—	—
2/21	11:10A	956–821–1949	Peak	PlanAllow	McAllen TX	McAllen TX	1	—	—	—
2/21	11:13A	956–821–2103	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
2/21	11:20A	956–279–4010	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
2/21	12:05P	956–279–4010	Peak	PlanAllow	McAllen TX	Edinburg TX	1	—	—	—
2/21	12:06P	956–279–4010	Peak	PlanAllow,CallWait	McAllen TX	Incoming CL	1	—	—	—
2/21	12:07P	956–279–4010	Peak	PlanAllow	McAllen TX	Incoming CL	2	—	—	—
2/21	1:27P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	5	—	—	—
2/21	3:48P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
2/21	3:57P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/21	4:09P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/21	4:12P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
2/21	4:51P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/21	6:22P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	8	—	—	—
2/21	6:34P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	4	—	—	—
2/22	1:29P	956–960–9666	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/22	1:56P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/22	2:10P	956–279–0274	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/22	2:11P	936–203–5819	Off–Peak	N&W,CallWait	San Juan TX	Incoming CL	19	—	—	—
2/22	4:48P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
2/22	5:36P	000–000–0086	Off–Peak	N&W,CallVM	San Juan TX	Voice Mail CL	6	—	—	—
2/23	10:04A	956–383–8114	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
2/23	10:19A	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	18	—	—	—
2/23	1:26P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/23	6:39P	956–821–1949	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006628

verizonwireless

Invoice Number	Account Number	Date Due	Page
9722412629	822603189–00005	Past Due	4 of 16

Summary for Abel Sanchez: 956–310–1517

Your Plan

America's Choice SharePlan 600
$55.12 monthly charge
600 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Beginning on 02/17/14:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

200 Text PIX FLIX Messages
200 monthly message allowance
$.10 per message sent after allowance
$.02 per message Rcv'd after allowance

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

Monthly Charges

America's Choice SharePlan 600	03/24 – 04/23	55.12
23% Access Discount	03/24 – 04/23	–12.68
		$42.44

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.67
	$1.67

Total Current Charges for 956–310–1517 **$44.11**

PO # 704321
4-1200-431-00-122-005-0-532
Req # 250201

INVOICE RECEIVED BY: _____ ON 4/7/14

GOODS/SERVICES RECEIVED BY: Emilia Zamora ON 3/24-4/23/14

Order #: 5923 Copy #: 13 Control #:20000810-00006774

Summary for Ricardo Cuellar: 956–369–0823

INVOICE RECEIVED BY: Mar ON 4/7/14 ✓
GOODS/SERVICES RECEIVED BY: Zinia Zamora ON 3/24- 4/23/14

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

Pay As You Use Megabyte Data
$1.99 per megabyte

Beginning on 12/06/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	03/24 – 04/23	80.00
23% Access Discount	03/24 – 04/23	–18.40 ✓
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	960	--	--
Mobile to Mobile	*minutes*	unlimited	106	--	--
Night/Weekend	*minutes*	unlimited	274	--	--
Total Voice					$.00
Messaging					
Text – Sent	*messages*	--	5	5	.50
Text – Rcv'd	*messages*	--	30	30	.60
Total Messaging					$1.10
Total Usage and Purchase Charges					**$1.10**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.43
	$2.43

Total Current Charges for 956–369–0823 **$65.13**

PO # 704322 B
4-1200-431-00-122-005-0-532 ✓
Req # 250203

Detail for Ricardo Cuellar: 956–369–0823

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/24	8:40A	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/24	9:18A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	7	--	--	--
2/24	10:12A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/24	10:36A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/24	10:43A	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	3	--	--	--
2/24	10:46A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/24	10:54A	956–570–0283	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
2/24	11:07A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
2/24	11:27A	512–924–4757	Peak	PlanAllow	Pharr TX	Austin TX	2	--	--	--
2/24	12:59P	956–655–6981	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
2/24	1:56P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	22	--	--	--
2/24	2:42P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/24	2:58P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/24	3:40P	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
2/24	3:56P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--

Order #: 5923 Copy #: 13 Control #:20000810-00006773

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/24	4:24P	512–924–4757	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/24	4:27P	512–924–4757	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	8:15A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/25	8:45A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	9:07A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	9:09A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	9:14A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	10:00A	956–784–1956	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/25	10:37A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	10:59A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	11:02A	956–252–7087	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/25	11:05A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/25	11:17A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	11:22A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/25	11:39A	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
2/25	11:44A	903–426–4000	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	11:53A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/25	11:54A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	1:03P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	—	—	—
2/25	1:23P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/25	1:28P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	1:51P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	3	—	—	—
2/25	1:57P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/25	2:17P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	2:28P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	36	—	—	—
2/25	3:06P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	6	—	—	—
2/25	3:14P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	4:44P	956–843–6256	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/26	7:57A	956–342–3679	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/26	8:19A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	8:21A	956–884–9192	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/26	8:25A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/26	8:48A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/26	8:59A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	9:05A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	9:25A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	9:30A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
2/26	10:37A	956–960–8336	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	10:39A	956–960–8336	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/26	10:40A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
2/26	10:48A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	10:53A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/26	11:05A	000–000–0086	Peak	PlanAllow,CallVM	Pharr TX	Voice Mail CL	2	—	—	—
2/26	11:21A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
2/26	12:08P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—

Order #: 5923 Copy #: 13 Control #:20000810-00006773

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/26	12:11P	956–821–1949	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
2/26	12:15P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/26	1:17P	956–787–1891	Peak	PlanAllow	McAllen TX	Incoming CL	4	---	---	---
2/26	1:22P	956–655–9797	Peak	PlanAllow	McAllen TX	Incoming CL	1	---	---	---
2/26	2:00P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/26	2:53P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	6	---	---	---
2/26	3:09P	956–460–6364	Peak	M2MAllow	San Juan TX	Pharr TX	4	---	---	---
2/27	7:52A	956–776–2903	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/27	8:04A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	---	---	---
2/27	8:43A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/27	8:55A	956–624–0132	Peak	PlanAllow	Pharr TX	McAllen TX	16	---	---	---
2/27	9:11A	956–624–0132	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/27	9:21A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/27	9:56A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	5	---	---	---
2/27	10:40A	956–566–1974	Peak	PlanAllow	San Juan TX	McAllen TX	8	---	---	---
2/27	11:01A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	---	---	---
2/27	11:07A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
2/27	11:35A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/27	1:05P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/27	1:44P	956–655–4821	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
2/27	3:22P	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
2/27	3:52P	956–655–3962	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/27	4:28P	956–475–1375	Peak	PlanAllow	San Juan TX	Pharr TX	2	---	---	---
2/27	4:33P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/28	8:57A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/28	9:01A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/28	9:03A	956–467–6899	Peak	M2MAllow	Pharr TX	Incoming CL	6	---	---	---
2/28	9:13A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
2/28	9:14A	956–929–1799	Peak	M2MAllow,CallWait	Pharr TX	Incoming CL	3	---	---	---
2/28	10:01A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/28	10:17A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	4	---	---	---
2/28	10:49A	956–655–4821	Peak	PlanAllow	Donna TX	Incoming CL	3	---	---	---
2/28	10:52A	956–460–6364	Peak	M2MAllow	Donna TX	Pharr TX	3	---	---	---
2/28	11:06A	956–821–2103	Peak	PlanAllow	Alamo TX	Incoming CL	2	---	---	---
2/28	11:34A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	10	---	---	---
2/28	2:46P	956–457–2560	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
2/28	3:26P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/28	3:26P	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	---	---	---
2/28	3:27P	956–821–1949	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	---	---	---
2/28	3:50P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/01	9:38A	956–533–8962	Off–Peak	N&W	Pharr TX	McAllen TX	2	---	---	---
3/01	9:41A	956–533–8962	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
3/01	9:57A	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	---	---	---
3/01	10:09A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	21	---	---	---
3/01	11:50A	956–429–2882	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---

Order #: 5923 Copy #: 13 Control #:20000810-00006772

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/01	12:03P	956–492–8346	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
3/01	12:40P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	3	---	---	---
3/01	1:12P	956–492–8346	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
3/01	1:58P	956–279–0274	Off–Peak	N&W	San Juan TX	Incoming CL	2	---	---	---
3/01	3:46P	956–342–3857	Off–Peak	N&W	San Juan TX	McAllen TX	1	---	---	---
3/01	4:10P	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	1	---	---	---
3/01	4:11P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	19	---	---	---
3/01	4:30P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	---	---	---
3/01	7:23P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	4	---	---	---
3/01	7:28P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	---	---	---
3/02	10:43A	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	12	---	---	---
3/02	3:38P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
3/02	4:15P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	21	---	---	---
3/03	9:27A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	9:58A	956–566–1974	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
3/03	9:58A	956–605–3171	Peak	PlanAllow	San Juan TX	Edinburg TX	1	---	---	---
3/03	10:05A	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
3/03	11:17A	956–975–5540	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	11:30A	956–655–4821	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
3/03	11:33A	956–460–6364	Peak	M2MAllow	Alamo TX	Pharr TX	1	---	---	---
3/03	11:34A	956–787–1891	Peak	PlanAllow	Alamo TX	Pharr TX	3	---	---	---
3/03	11:40A	956–655–4821	Peak	PlanAllow	Alamo TX	Incoming CL	2	---	---	---
3/03	11:44A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	4	---	---	---
3/03	1:28P	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/03	1:34P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/03	1:35P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	1:54P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
3/03	2:09P	956–960–7338	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/03	2:10P	956–475–1375	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
3/03	2:11P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	2:26P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	2:41P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/04	7:46A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/04	7:46A	956–787–7254	Peak	PlanAllow	San Juan TX	Pharr TX	2	---	---	---
3/04	8:17A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	8:35A	956–776–5450	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
3/04	10:03A	956–784–4925	Peak	M2MAllow	Pharr TX	Incoming CL	11	---	---	---
3/04	10:45A	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	6	---	---	---
3/04	10:52A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	11:18A	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	8	---	---	---
3/04	11:26A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
3/04	11:44A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	5	---	---	---
3/04	1:41P	956–227–2154	Peak	PlanAllow	San Juan TX	McAllen TX	2	---	---	---
3/04	1:55P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	---	---	---
3/04	2:34P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---

Order #: 5923 Copy #: 13 Control #:20000810-00006772

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/04	2:49P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	3:55P	956–884–0360	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
3/04	4:49P	956–787–4757	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
3/04	4:56P	956–787–4757	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	6:46P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/04	6:47P	956–739–3385	Peak	PlanAllow	McAllen TX	McAllen TX	3	---	---	---
3/04	6:54P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	6:56P	956–342–6606	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
3/04	8:24P	956–639–7035	Peak	PlanAllow	Pharr TX	Brownsvl TX	5	---	---	---
3/04	8:33P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/04	8:33P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/04	8:34P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/05	7:49A	956–960–7338	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/05	9:12A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/05	9:59A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
3/05	10:47A	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
3/05	10:51A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/05	11:05A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/05	11:08A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/05	11:33A	956–884–0360	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
3/05	12:01P	956–784–5961	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/05	12:08P	956–639–7035	Peak	PlanAllow	Pharr TX	Brownsvl TX	1	---	---	---
3/05	1:15P	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	2	---	---	---
3/05	2:15P	956–776–5450	Peak	PlanAllow	San Juan TX	Incoming CL	7	---	---	---
3/05	2:28P	956–787–1891	Peak	PlanAllow	San Juan TX	Pharr TX	1	---	---	---
3/05	2:35P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
3/05	2:36P	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/05	3:06P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/05	3:38P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	7	---	---	---
3/05	3:55P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/05	4:07P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	7	---	---	---
3/05	4:34P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	---	---	---
3/05	4:47P	936–203–5819	Peak	PlanAllow	Pharr TX	Incoming CL	23	---	---	---
3/05	6:31P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/06	8:19A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/06	8:31A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/06	8:54A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/06	9:50A	956–221–4466	Peak	M2MAllow	San Juan TX	Incoming CL	1	---	---	---
3/06	10:07A	956–884–0360	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
3/06	10:45A	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/06	11:03A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	4	---	---	---
3/06	11:20A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/06	11:29A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/06	11:38A	956–793–5191	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/06	11:45A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---

Order #: 5923 Copy #: 13 Control #:20000810-00006771

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/06	11:46A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/06	11:54A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/06	12:49P	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/06	1:24P	956–884–0360	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
3/06	4:31P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/06	4:34P	956–605–3171	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/06	4:35P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/06	4:58P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
3/07	8:11A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/07	8:15A	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	1	--	--	--
3/07	9:26A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/07	10:03A	956–310–4623	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/07	10:48A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	7	--	--	--
3/07	12:13P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/07	12:34P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	3	--	--	--
3/07	1:12P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/07	1:23P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/07	2:04P	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	1	--	--	--
3/07	2:56P	512–924–4757	Peak	PlanAllow	San Juan TX	Austin TX	6	--	--	--
3/07	3:06P	956–605–3171	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/07	3:09P	512–924–4757	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	--	--	--
3/07	3:43P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/07	3:47P	512–491–0279	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/07	4:17P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	7	--	--	--
3/07	4:23P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/07	7:15P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
3/08	9:55A	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	13	--	--	--
3/08	10:25A	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	5	--	--	--
3/08	11:26A	956–787–1958	Off–Peak	N&W	Pharr TX	Incoming CL	2	--	--	--
3/08	11:37A	936–203–5819	Off–Peak	N&W	Pharr TX	Incoming CL	1	--	--	--
3/08	11:39A	936–203–5819	Off–Peak	N&W	Pharr TX	Incoming CL	2	--	--	--
3/08	12:03P	956–588–5378	Off–Peak	N&W	Pharr TX	Incoming CL	1	--	--	--
3/08	1:03P	956–787–1958	Off–Peak	N&W	Pharr TX	Pharr TX	1	--	--	--
3/08	2:02P	956–460–6364	Off–Peak	N&W	San Juan TX	Pharr TX	2	--	--	--
3/08	2:15P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	5	--	--	--
3/08	2:54P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	1	--	--	--
3/08	3:03P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	4	--	--	--
3/08	4:53P	956–492–8346	Off–Peak	N&W	San Juan TX	Harlingen TX	1	--	--	--
3/08	7:35P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	--	--	--
3/08	7:36P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	--	--	--
3/08	8:49P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	6	--	--	--
3/08	8:57P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	1	--	--	--
3/10	8:26A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/10	8:33A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
3/10	9:10A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--

Order #: 5923 Copy #: 13 Control #:20000810-00006771

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/10	9:11A	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
3/10	9:18A	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/10	9:20A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/10	9:24A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/10	9:25A	956–313–9779	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
3/10	9:26A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/10	9:29A	956–221–4466	Peak	M2MAllow	San Juan TX	Incoming CL	5	—	—	—
3/10	9:36A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/10	10:33A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/10	11:31A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/10	1:34P	956–781–1216	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
3/10	2:02P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
3/10	4:17P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	9	—	—	—
3/11	7:58A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/11	8:32A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	10:12A	956–252–6727	Peak	PlanAllow	Alamo TX	Incoming CL	8	—	—	—
3/11	10:32A	956–884–9192	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
3/11	10:44A	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
3/11	11:33A	956–279–0274	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/11	11:46A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	11:53A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
3/11	12:58P	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/11	1:39P	956–438–7388	Peak	PlanAllow	Pharr TX	Incoming CL	18	—	—	—
3/11	2:07P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/11	2:28P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	8	—	—	—
3/11	3:20P	956–784–4229	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/11	3:44P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	3:48P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	4:25P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	5:08P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	5:35P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/11	5:36P	956–533–8962	Peak	PlanAllow	Pharr TX	McAllen TX	8	—	—	—
3/11	6:18P	956–322–2546	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
3/11	6:32P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	4	—	—	—
3/11	6:41P	956–460–6364	Peak	M2MAllow	San Juan TX	Incoming CL	2	—	—	—
3/11	6:43P	956–460–6364	Peak	M2MAllow,CallWait	San Juan TX	Incoming CL	6	—	—	—
3/11	7:47P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/11	7:59P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/12	8:16A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/12	8:27A	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/12	8:43A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/12	8:51A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/12	9:37A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
3/12	9:55A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/12	10:24A	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/12	10:25A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
3/12	10:28A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
3/12	10:51A	956–227–2154	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
3/12	11:24A	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	2	---	---	---
3/12	11:26A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
3/12	11:28A	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	1	---	---	---
3/12	11:41A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/12	11:47A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/12	11:51A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	9	---	---	---
3/12	1:33P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
3/12	2:06P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	2	---	---	---
3/12	2:33P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	6	---	---	---
3/12	3:29P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	3	---	---	---
3/12	4:01P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/12	4:15P	956–605–3862	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
3/12	4:27P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/12	4:29P	956–776–5450	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/12	4:51P	956–776–5450	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/12	6:28P	512–924–4757	Peak	PlanAllow	Pharr TX	Austin TX	2	---	---	---
3/12	6:29P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	7	---	---	---
3/12	7:24P	832–613–7144	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
3/12	8:56P	936–203–5819	Peak	N&W,PlanAllow,Span	Alamo TX	Conroe TX	7	---	---	---
3/12	10:00P	956–460–6364	Off–Peak	N&W	San Juan TX	Pharr TX	1	---	---	---
3/12	10:03P	956–460–6364	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
3/12	10:05P	956–460–6364	Off–Peak	N&W	Pharr TX	Pharr TX	1	---	---	---
3/13	8:40A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	3	---	---	---
3/13	8:51A	956–292–5813	Peak	M2MAllow	Pharr TX	Edinburg TX	3	---	---	---
3/13	9:18A	956–562–4175	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/13	9:32A	936–203–5819	Peak	PlanAllow	Alamo TX	Incoming CL	3	---	---	---
3/13	9:54A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/13	10:02A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	8	---	---	---
3/13	10:42A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/13	10:42A	956–821–2103	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
3/13	10:44A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/13	11:02A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	3	---	---	---
3/13	11:23A	956–638–0008	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/13	2:18P	956–821–1949	Peak	PlanAllow	McAllen TX	McAllen TX	2	---	---	---
3/13	3:45P	936–203–5819	Peak	PlanAllow	Houston TX	Conroe TX	1	---	---	---
3/13	3:45P	936–203–5819	Peak	PlanAllow	Houston TX	Conroe TX	1	---	---	---
3/13	4:03P	936–203–5819	Peak	PlanAllow	Houston TX	Incoming CL	1	---	---	---
3/13	4:03P	936–203–5819	Peak	PlanAllow	Houston TX	Incoming CL	1	---	---	---
3/13	5:01P	956–821–1949	Peak	PlanAllow	The Woodla TX	Incoming CL	3	---	---	---
3/14	6:07P	956–787–7254	Peak	PlanAllow	Montgomery TX	Incoming CL	3	---	---	---
3/15	8:51A	512–924–4757	Off–Peak	N&W	Houston TX	Austin TX	3	---	---	---
3/15	1:17P	956–787–7254	Off–Peak	N&W	Houston TX	Incoming CL	13	---	---	---

Order #: 5923 Copy #: 13 Control #:20000810-00006770

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/16	9:05A	512–924–4757	Off–Peak	N&W	The Woodla TX	Austin TX	1	---	---	---
3/16	10:57A	512–924–4757	Off–Peak	N&W	Flatonia TX	Austin TX	1	---	---	---
3/16	10:58A	512–924–4757	Off–Peak	N&W	Flatonia TX	Austin TX	4	---	---	---
3/16	1:36P	956–821–1949	Off–Peak	N&W	Flatonia TX	McAllen TX	5	---	---	---
3/16	2:21P	936–203–5819	Off–Peak	N&W	Ezzell TX	Incoming CL	3	---	---	---
3/16	3:03P	936–203–5819	Off–Peak	N&W	Victoria TX	Incoming CL	4	---	---	---
3/16	5:59P	936–203–5819	Off–Peak	N&W	Encino TX	Conroe TX	7	---	---	---
3/16	6:11P	956–821–1949	Off–Peak	N&W	Linn TX	Incoming CL	5	---	---	---
3/16	6:38P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	1	---	---	---
3/16	6:38P	512–924–4757	Off–Peak	N&W,CallWait	Pharr TX	Incoming CL	1	---	---	---
3/16	6:40P	512–924–4757	Off–Peak	N&W	Pharr TX	Incoming CL	4	---	---	---
3/17	7:50A	956–884–0295	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/17	9:07A	956–223–9074	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
3/17	10:02A	956–624–1616	Peak	M2MAllow	Pharr TX	Incoming CL	3	---	---	---
3/17	10:07A	956–655–6981	Peak	PlanAllow	Alamo TX	McAllen TX	1	---	---	---
3/17	10:09A	956–655–6981	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
3/17	10:11A	956–821–1949	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
3/17	10:18A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/17	10:21A	956–533–4601	Peak	PlanAllow	Alamo TX	Incoming CL	2	---	---	---
3/17	10:32A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/17	10:49A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/17	10:55A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
3/17	11:00A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/17	11:17A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/17	11:32A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/17	1:23P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/17	1:30P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
3/17	1:41P	956–569–4186	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/17	1:54P	956–638–4593	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
3/17	2:01P	956–685–7933	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/17	2:47P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/17	4:29P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/17	4:30P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	20	---	---	---
3/17	4:50P	956–618–2038	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	3	---	---	---
3/17	4:57P	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	2	---	---	---
3/17	8:28P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	1	---	---	---
3/18	8:03A	956–227–1101	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
3/18	8:54A	956–309–9467	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
3/18	9:14A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/18	9:18A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/18	9:22A	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	1	---	---	---
3/18	9:43A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/18	10:28A	956–467–9775	Peak	M2MAllow	San Juan TX	Incoming CL	2	---	---	---
3/18	11:01A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/18	11:02A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	4	---	---	---

Order #: 5923 Copy #: 13 Control #:20000810-00006769

Detail for Ricardo Cuellar: 956-369-0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/18	11:37A	956-467-9775	Peak	M2MAllow	Pharr TX	Incoming CL	3	--	--	--
3/18	11:39A	956-460-1441	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	16	--	--	--
3/18	11:55A	956-467-9775	Peak	M2MAllow,CallWait	Pharr TX	Incoming CL	2	--	--	--
3/18	12:06P	956-821-1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/18	1:26P	956-960-7338	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	2:48P	956-467-9775	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
3/18	2:49P	956-467-9775	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	3:32P	956-787-1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/18	3:38P	956-784-4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	3:42P	956-331-5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	3:59P	956-784-4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	4:04P	956-460-1441	Peak	PlanAllow	Pharr TX	Incoming CL	9	--	--	--
3/18	4:40P	956-429-1653	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/18	7:34P	956-739-3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	--	--	--
3/18	8:00P	956-739-3385	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
3/19	8:01A	956-821-1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/19	8:49A	956-787-1891	Peak	PlanAllow	McAllen TX	Incoming CL	2	--	--	--
3/19	8:54A	956-566-1974	Peak	PlanAllow	McAllen TX	Incoming CL	1	--	--	--
3/19	9:35A	956-787-1891	Peak	PlanAllow	McAllen TX	Incoming CL	2	--	--	--
3/19	10:02A	956-475-1375	Peak	PlanAllow	McAllen TX	Incoming CL	2	--	--	--
3/19	10:10A	956-655-6981	Peak	PlanAllow	McAllen TX	Incoming CL	1	--	--	--
3/19	10:11A	956-566-1974	Peak	PlanAllow	McAllen TX	McAllen TX	1	--	--	--
3/19	10:35A	956-784-1956	Peak	PlanAllow	McAllen TX	Incoming CL	1	--	--	--
3/19	1:25P	956-429-1653	Peak	PlanAllow	McAllen TX	Incoming CL	2	--	--	--
3/19	1:38P	956-475-1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
3/19	2:34P	956-566-1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/19	2:57P	956-533-4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
3/19	3:03P	956-638-0008	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/19	3:05P	956-227-2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/19	3:15P	956-279-9612	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/19	3:59P	956-605-3862	Peak	PlanAllow	Pharr TX	Edinburg TX	4	--	--	--
3/19	4:32P	956-460-1441	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/19	5:16P	956-784-4229	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/19	7:19P	956-739-3385	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
3/20	8:55A	956-624-9253	Peak	PlanAllow	Pharr TX	Incoming CL	9	--	--	--
3/20	9:27A	956-227-2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/20	9:33A	956-566-1974	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
3/20	10:17A	956-566-1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/20	11:31A	956-566-1974	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
3/20	11:46A	956-783-1316	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/20	12:03P	956-821-1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/20	12:33P	956-533-4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/20	1:45P	956-342-2560	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
3/20	2:08P	956-460-1441	Peak	PlanAllow	San Juan TX	Incoming CL	38	--	--	--
3/20	6:47P	956-739-3385	Peak	PlanAllow	San Juan TX	McAllen TX	8	--	--	--

Order #: 5923 Copy #: 13 Control #:20000810-00006769

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/20	7:54P	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/20	10:03P	956–342–6917	Off–Peak	N&W	San Juan TX	Incoming CL	12	—	—	—
3/21	8:21A	956–270–4405	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/21	9:19A	956–460–3709	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/21	10:33A	956–460–1441	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
3/21	11:48A	956–354–2365	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/21	11:50A	956–973–7800	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/21	11:51A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	5	—	—	—
3/21	1:18P	956–784–9161	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/21	1:20P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/21	2:05P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
3/21	2:07P	956–270–4405	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/21	2:10P	956–270–4405	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/21	2:50P	956–702–5335	Peak	PlanAllow	San Juan TX	Pharr TX	3	—	—	—
3/21	3:05P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	2	—	—	—
3/21	3:16P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
3/21	3:59P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/21	5:09P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/21	5:30P	956–279–6485	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/21	7:03P	956–784–5961	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/21	7:48P	936–203–5819	Peak	PlanAllow	San Juan TX	Conroe TX	16	—	—	—
3/21	8:56P	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/22	9:33A	956–533–4601	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
3/22	10:35A	956–460–3709	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
3/22	11:14A	956–533–4601	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
3/22	11:48A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	19	—	—	—
3/22	12:07P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
3/22	12:09P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
3/22	1:48P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
3/22	2:43P	956–252–6727	Off–Peak	N&W	San Juan TX	Incoming CL	6	—	—	—
3/22	3:28P	956–342–3857	Off–Peak	N&W	San Juan TX	McAllen TX	5	—	—	—
3/22	6:22P	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
3/22	6:44P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
3/22	6:46P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	7	—	—	—
3/22	8:23P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
3/22	8:24P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
3/22	8:36P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
3/22	8:51P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
3/22	9:03P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
3/22	9:03P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
3/22	9:04P	956–739–3385	Off–Peak	N&W	Edinburg TX	McAllen TX	1	—	—	—
3/22	9:05P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
3/22	9:17P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—

Order #: 5923 Copy #: 13 Control #:20000810-00006768

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Order #: 5923 Copy #: 13 Control #:20000810-00006767

INVOICE RECEIVED BY: NCH ON 4/10/14

GOODS/SERVICES RECEIVED BY: Erika Zamora ON 3/24 - 4/23/14

Summary for CO Wide Shop Office Use: 956–310–8379

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

Beginning on 11/24/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	03/24 – 04/23	80.00
23% Access Discount	03/24 – 04/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	237	--	--
Mobile to Mobile	*minutes*	unlimited	13	--	--
Night/Weekend	*minutes*	unlimited	1	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.43
	$2.43

Total Current Charges for 956–310–8379 **$64.03**

(97)
PO # 705443
4-1200-431-00-122-004-0-532
Req # 252410

Detail for CO Wide Shop Office Use: 956–310–8379

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/24	8:36A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/24	2:47P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
2/24	2:48P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
2/24	2:51P	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/24	4:53P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
2/25	8:17A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/25	8:21A	956–560–7285	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
2/25	8:23A	956–380–2535	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
2/25	8:26A	956–560–7285	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
2/25	8:30A	956–380–2535	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
2/25	2:24P	956–702–0066	Peak	PlanAllow	San Juan TX	Pharr TX	3	--	--	--
2/25	3:17P	956–782–4511	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/25	4:02P	956–565–3724	Peak	PlanAllow	San Juan TX	Incoming CL	3	--	--	--
2/25	4:13P	956–460–7142	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/25	4:29P	956–565–3724	Peak	PlanAllow	San Juan TX	Incoming CL	3	--	--	--
2/26	8:44A	956–781–2401	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--

Order #: 5923 Copy #: 13 Control #:20000787-00006573

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/26	8:46A	956–782–4511	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/26	9:03A	956–800–8168	Peak	PlanAllow	San Juan TX	McAllen TX	3	—	—	—
2/26	9:13A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/26	10:47A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
2/26	2:17P	956–565–0100	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
2/26	3:50P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	7	—	—	—
2/26	7:52P	956–999–8059	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
2/27	1:35P	956–565–0100	Peak	PlanAllow	San Juan TX	Mercedes TX	1	—	—	—
2/27	1:37P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—
2/27	2:31P	956–565–1687	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/27	3:12P	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/28	9:32A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/28	9:33A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
2/28	9:51A	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	5	—	—	—
2/28	10:57A	956–270–4405	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/28	4:01P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
2/28	4:04P	956–425–4300	Peak	PlanAllow	Pharr TX	Harlingen TX	3	—	—	—
2/28	4:10P	956–425–4300	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/03	8:05A	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/04	8:28A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
3/04	11:09A	956–460–7142	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/04	2:29P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/05	1:36P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	12	—	—	—
3/05	3:47P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	8	—	—	—
3/06	2:56P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/06	4:11P	956–360–4000	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/07	9:28A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
3/07	11:27A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
3/07	11:43A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/07	2:07P	956–787–0001	Peak	PlanAllow	San Juan TX	Pharr TX	3	—	—	—
3/07	2:12P	956–454–5597	Peak	PlanAllow	Pharr TX	Harlingen TX	1	—	—	—
3/07	2:14P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
3/07	4:52P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/09	9:14A	956–457–1338	Off–Peak	N&W	Alamo TX	Edinburg TX	1	—	—	—
3/10	8:08A	956–787–0003	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/10	10:28A	956–585–4500	Peak	PlanAllow	Pharr TX	Mission TX	3	—	—	—
3/10	11:49A	956–585–4500	Peak	PlanAllow	Pharr TX	Mission TX	3	—	—	—
3/10	11:56A	956–330–9928	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/10	2:23P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
3/11	3:56P	956–782–5037	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	4:51P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
3/12	9:36A	956–560–7285	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/12	1:14P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
3/12	1:50P	956–787–0002	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/12	2:55P	956–787–1891	Peak	PlanAllow	Weslaco TX	Incoming CL	1	—	—	—

Order #: 5923 Copy #: 13 Control #:20000787-00006573

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/12	2:59P	956–739–6591	Peak	PlanAllow	Weslaco TX	McAllen TX	1	--	--	--
3/12	3:02P	956–739–6591	Peak	PlanAllow	Weslaco TX	Incoming CL	2	--	--	--
3/12	4:21P	956–787–1891	Peak	PlanAllow	Weslaco TX	Pharr TX	1	--	--	--
3/13	11:24A	956–562–4175	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/13	11:26A	956–460–7142	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/13	2:06P	956–787–1891	Peak	PlanAllow	Weslaco TX	Incoming CL	1	--	--	--
3/13	2:08P	956–739–6591	Peak	PlanAllow	Weslaco TX	McAllen TX	1	--	--	--
3/14	10:34A	956–702–0066	Peak	PlanAllow	Weslaco TX	Pharr TX	4	--	--	--
3/14	10:43A	956–968–3423	Peak	PlanAllow	Weslaco TX	Weslaco TX	3	--	--	--
3/17	8:42A	956–205–7000	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
3/17	8:50A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
3/17	8:51A	956–205–7000	Peak	PlanAllow	Pharr TX	Mission TX	1	--	--	--
3/17	9:40A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
3/17	11:14A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	13	--	--	--
3/17	5:01P	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/17	5:10P	956–739–6591	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/18	8:40A	956–739–6591	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
3/18	9:02A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	12:29P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
3/18	1:21P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	--	--	--
3/19	8:21A	956–205–7000	Peak	PlanAllow	Pharr TX	Incoming CL	6	--	--	--
3/19	1:49P	956–460–7142	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/19	2:10P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	3	--	--	--
3/20	8:11A	956–686–8388	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
3/20	8:18A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
3/20	9:16A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
3/20	9:17A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
3/20	9:57A	956–968–7502	Peak	PlanAllow	Pharr TX	Weslaco TX	3	--	--	--
3/20	11:06A	956–270–4405	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/20	2:43P	956–800–8168	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/20	3:41P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	7	--	--	--
3/20	3:48P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
3/21	7:40A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/21	9:11A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
3/21	9:25A	956–686–8388	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
3/21	11:22A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--
3/21	11:27A	956–565–3788	Peak	PlanAllow	San Juan TX	Mercedes TX	2	--	--	--
3/21	11:33A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
3/21	11:40A	956–686–8388	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
3/21	11:42A	956–800–8168	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--

Order #: 5923 Copy #: 13 Control #:20000787-00006572

INVOICE RECEIVED BY: May ON 4/10/14
GOODS/SERVICES RECEIVED BY: En la Zamor ON 3/24-4/23/14

Summary for Pct 2 Admin: 956-578-1589

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	03/24 – 04/23	9.99
		$9.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	105	--	--
Mobile to Mobile	*minutes*	unlimited	11	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	.39
	$.39

Total Current Charges for 956-578-1589 **$10.38**

PO # 105443
4-1200-431-00-122-004-0-532
Req # 252410

Detail for Pct 2 Admin: 956-578-1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/24	2:47P	956-310-8379	Peak	M2MAllow	Mission TX	Incoming CL	1	--	--	--
2/25	7:34A	956-884-9192	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/25	8:50A	956-200-7423	Peak	PlanAllow	San Juan TX	Harlingen TX	2	--	--	--
2/25	9:10A	956-200-7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
2/25	9:48A	956-262-6585	Peak	PlanAllow	Weslaco TX	Edcouch TX	1	--	--	--
2/25	9:49A	956-200-7423	Peak	PlanAllow	Weslaco TX	Harlingen TX	2	--	--	--
2/25	9:58A	956-457-1338	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	--	--	--
2/25	10:01A	956-200-7423	Peak	PlanAllow	Weslaco TX	Incoming CL	1	--	--	--
2/25	10:04A	956-200-7423	Peak	PlanAllow	Weslaco TX	Incoming CL	1	--	--	--
2/25	3:14P	956-200-7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
2/26	9:25A	000-000-0086	Peak	PlanAllow,CallVM	Pharr TX	Voice Mail CL	1	--	--	--
2/26	11:09A	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	3	--	--	--
2/26	12:53P	956-200-7423	Peak	PlanAllow	Edcouch TX	Harlingen TX	5	--	--	--
2/26	12:58P	956-457-1338	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	--	--	--
2/26	3:13P	956-200-7423	Peak	PlanAllow	Pharr TX	Harlingen TX	1	--	--	--
2/27	10:03A	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
2/27	11:34A	956-457-1338	Peak	PlanAllow	Pharr TX	Incoming CL	7	--	--	--
2/27	2:36P	956-800-8168	Peak	PlanAllow	Mission TX	McAllen TX	1	--	--	--
2/28	9:37A	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	3	--	--	--
2/28	9:43A	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--
2/28	11:07A	956-457-1338	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/28	2:48P	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--

Order #: 5923 Copy #: 13 Control #:20000787-00006571

Detail for Pct 2 Admin: 956–578–1589

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/04	10:33A	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	4	—	—	—
3/04	2:47P	956–457–1338	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/05	2:43P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/06	9:13A	956–457–1338	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/06	2:54P	956–457–1338	Peak	PlanAllow	Edinburg TX	Incoming CL	1	—	—	—
3/06	5:33P	956–457–1338	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
3/07	9:38A	956–457–1338	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	—	—	—
3/07	9:43A	956–457–1338	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	—	—	—
3/07	10:49A	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	5	—	—	—
3/07	11:03A	956–223–7205	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/07	1:20P	956–457–1338	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	—	—	—
3/07	2:20P	956–457–1338	Peak	PlanAllow	Edcouch TX	Edinburg TX	1	—	—	—
3/07	3:27P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	3	—	—	—
3/07	3:34P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/07	5:30P	956–457–1338	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/10	1:49P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/13	9:31A	956–457–1338	Peak	PlanAllow	San Juan TX	Edinburg TX	1	—	—	—
3/13	2:47P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/14	10:53A	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	5	—	—	—
3/14	12:05P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/14	12:07P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/17	8:50A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
3/17	9:01A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/17	9:40A	956–310–8379	Peak	M2MAllow	Edinburg TX	Incoming CL	2	—	—	—
3/17	1:02P	956–457–1338	Peak	PlanAllow	Mission TX	Edinburg TX	1	—	—	—
3/17	3:14P	956–800–8168	Peak	PlanAllow	Mission TX	McAllen TX	1	—	—	—
3/18	8:40A	956–219–6270	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/18	10:25A	956–457–1338	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	—	—	—
3/18	11:57A	956–457–1338	Peak	PlanAllow	Edcouch TX	Edinburg TX	9	—	—	—
3/18	12:29P	956–310–8379	Peak	M2MAllow	Edcouch TX	Incoming CL	2	—	—	—
3/18	4:07P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/18	4:09P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
3/19	11:08A	956–800–8168	Peak	PlanAllow	Mission TX	McAllen TX	1	—	—	—
3/19	12:34P	956–457–1338	Peak	PlanAllow	Mission TX	Edinburg TX	1	—	—	—
3/19	1:35P	956–787–4941	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/20	9:16A	956–310–8379	Peak	M2MAllow	McAllen TX	McAllen TX	1	—	—	—
3/20	9:17A	956–310–8379	Peak	M2MAllow	McAllen TX	Incoming CL	1	—	—	—
3/21	9:03A	956–800–8168	Peak	PlanAllow	Mission TX	McAllen TX	1	—	—	—
3/21	9:11A	956–310–8379	Peak	M2MAllow	Mission TX	McAllen TX	1	—	—	—
3/21	11:33A	956–310–8379	Peak	M2MAllow	Mission TX	McAllen TX	2	—	—	—

Order #: 5923 Copy #: 13 Control #:20000787-00006571

032414-252328-1

ADVANCE PUBLISHING COMPANY

01-08-14

Paid Legal Newspaper
956-783-0036

Affiliated Papers:
ADVANCE NEWS JOURNAL

Please Remit To:
ADVANCE PUBLISHING CO.
217 W. Park Ave.
Pharr, TX 78577

HIDALGO COUNTY
PRECINCT NO. 2
2014 MAR 18 PM 2 50

Hidalgo County Commissioner Precinct 2

RECEIVED BY
COUNTY AUDITOR
2014 MAR 24 PM 4 23

INVOICE 140108

Description	Amount
ADVERTISEMENT	
Precinct 2 Community Meeting ½-page color advertisement *Published January 8, 2014*	$378.00

INVOICE RECEIVED BY: _____ ON 3/18/14

GOODS/SERVICES RECEIVED BY: Erika Lamas ON 1/8/14

Entire Amount Payable on Receipt
1½% per month interest charged on past-due balances.
$5 Service Charge placed on balances outstanding 60 days or over.

PO # 703177
4-1200-431-00-122-005-0-540-F
Req # 249230

Publisher's Return

The State of Texas
County of Hidalgo

Before me, the undersigned authority, on this day personally appeared Gregg Wendorf, Publisher, to me well known who by me duly sworn, upon his oath deposes and states that he is a True Officer of the Advance Publishing Company, publisher of the Advance News Journal; the same is a newspaper of general circulation in our city that has been continuously and regularly published in the city of Pharr, County of Hidalgo, State of Texas, prior to the date of this affidavit; that the newspaper clipping attached hereto and made a part hereof represents and is a complete and true and correct copy of a

LEGAL NOTICE — **Hidalgo County Commissioner Precinct 2**

Precinct 2 Community Meeting

½-page color advertisement

and the same was published and appeared in all copies of said newspaper on the following dates of publications and issues, to with **January 8, 2014** and that the amount legally due said newspaper for making aforesaid publication is the sum of **$378.00**.

Gregg Wendorf

Sworn to and subscribed before me this **5th** day of **March** 2014.

Ruben Acosta
Notary Public
In and For Hidalgo County, Texas

Ruben Acosta
Notary Public
State of Texas
My Comm. Exp. 09-25-2017

AI-44273 **Precinct #4 22. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Resolution in honor of Cassandra Sanchez

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 11:45 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/25/2014 11:37 AM

Final Approval Date: 04/25/2014

RESOLUTION IN HONOR OF CASSANDRA SANCHEZ

WHEREAS, Cassandra Sanchez, 18, was born and raised in Edinburg, Texas and is a senior at Edinburg North High School. She was recently named "Best Swimmer in History of ECISD" and has been awarded a full scholarship to the University of Arkansas at Little Rock where she plans to pursue a degree in Education and eventually become a teacher; and

WHEREAS, Ms. Sanchez, swimming since the age of six, has earned over fifty medals in her swimming career and has also contributed to the community by working as a lifeguard for the past two years at the City of Edinburg Parks and Recreation Center; and

WHEREAS, Ms. Sanchez has been part of numerous organizations, Future Farmers of America being the most recent, where she served for one year and has successfully been able to earn college credits through South Texas College in McAllen, Texas; and

WHEREAS, through her committed efforts, Cassandra Sanchez has distinguished herself as a vital and valued member of the community; her remarkable accomplishments as a young lady point to an even brighter future, and it is indeed fitting at this time to honor her for achievements.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Cassandra Sanchez for her selection as the "Best Swimmer in History of ECISD".

Approved this 29th 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-44288 **Budget and Management 23. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Courthouse Security (1241):
Approval of 2014 appropriation of funds in the amount of $2,000.00 for the purchase of security supplies and equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1241-421-23-125-032-0-XXX

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

BUDGETARY IMPACT:

2014 Appropriation of funds in the amount of $2,000.00 to fund expenditures.

Funds available from Fund 1241 fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 04:50 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Merlen P. Munoz Started On: 04/25/2014 04:39 PM

Final Approval Date: 04/25/2014

DATE: April 25, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Courthouse Security**

ACCOUNT NUMBER: 4-1241-421-23-125-032-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
4-1241-421-23-125-032-0- 679	COURTHOUSE SECURITY	Other R&M Supplies	2,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**2,000.00**

REASON: Appropriation of funds to purchase security supplies and equipment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44285 **Purchasing Department 24. A. 1.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Sheriff's Department (119NBW)
2. Public Defender's Office (142WFG and 142WFC)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-30-085-003-0-342

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

BUDGETARY IMPACT:

Public Defender Requisition# 255999

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-342

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

BUDGETARY IMPACT:

Funding pending approval of AI# 44271

Attachments

Legal Approval
Lexis Nexis-Public Defender
Public Defender-Legal Approval
Agreement-Corrected

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2014 04:39 PM
Budget & Management	Debbie Tamez	04/25/2014 04:46 PM
Manuel Chapa	Manuel Chapa	04/25/2014 05:06 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM
Form Started By: Rocio Villarreal		Started On: 04/25/2014 03:21 PM

Final Approval Date: 04/25/2014

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: account 119NBW--Renewal

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Fri, Apr 25, 2014 03:08 PM
Subject : RE: account 119NBW--Renewal
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>
Cc : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Rocio,

According to paragraph 3. EXPIRATION, the terms in Schedule A may not be valid unless Schedule A was approved by commissioners court and received by Lexis-Nexis (LN) on or before 4/10/14. As such, I approve the Schedule as to form subject to acceptance of the terms of Schedule A as is by LN.

Please contact me should 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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****

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, April 25, 2014 2:29 PM
To: michael garza
Subject: Fwd: account 119NBW--Renewal

Michael:

As requested, please review and approve as to form the attached agreement from Lexis Nexis for the Sheriff's Office.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Myra Montoya" <myra.montoya@hidalgoso.org>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, April 1, 2014 1:03:17 PM
Subject: FW: account 119NBW--Renewal

Rocio,

Can you please let me know if documents submitted are okay?

Thank you,

Myra Montoya
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Thursday, March 27, 2014 4:09 PM
To: 'Rocio Villarreal'
Subject: FW: account 119NBW--Renewal

Rocio,

Attached is what I received from Lexis Nexis.

Thank you,

Myra Montoya
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

From: Koski, Jacqueline (RIS-DAY) [mailto:jackie.koski@lexisnexis.com]
Sent: Thursday, March 27, 2014 3:56 PM

To: myra.montoya@hidalgoso.org
Subject: RE: account 119NBW--Renewal

Hi Myra,

Per our conversation, your renewal price for the Investigative Portal is $244/user, per month * 3 users = $732/month.

Attached is the renewal form. After reviewing, please sign the form and send back to me (via e-mail attachment is fine). Please let me know if you have any questions.

Jackie Koski
Account Manager, Government
LexisNexis | Risk Solutions
937.247.1541 Direct
866.960.2384 Fax
866.277.8407 Customer Service
jackie.koski@lexisnexis.com

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Thursday, March 27, 2014 11:38 AM
To: Temke, Angie (LNG-DAY)
Subject: FW: account 119NBW

Good morning,

I was wondering if you could help me with the below?

Thank you,

Myra Montoya
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Wednesday, March 26, 2014 3:04 PM
To: 'amber.stargel@lexisnexis.com'
Subject: FW: account 119NBW

Good afternoon,

Would you happen to have the new agreement since the current one is about to expire?

Thank you,

Myra Montoya

Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

LexisNexis®

Lexis Advance® Upgrade Amendment for State/Local Government

"Subscriber" Name: Hidalgo County Public Defenders Office	Lexis.com Account Number: 142WFG and 142WFC
"LN": LexisNexis, a division of Reed Elsevier Inc.	

This Lexis Advance Upgrade Amendment (the "Amendment") is between LN and Subscriber and is intended to revise the LN business agreement (which may be referred to as a Subscription Agreement, Lexis Advance Subscription Agreement for Law Firms, Fixed Price Committed Period, etc. and which establishes a committed term for use of the Online Services in exchange for a fixed and/or discounted monthly commitment) (the "Agreement"), previously executed between the parties, as the same may have been previously amended.

1. Purpose of Amendment. This Amendment will serve as Subscriber's acknowledgment that its subscription will be upgraded from *lexis.com* to Lexis Advance within a commercially reasonable period after Subscriber's execution of this Amendment. As a result of this Amendment, Subscriber's access to *lexis.com* will be terminated as of **08/31/2014** (prior to this time, Subscriber will have access to the content in *lexis.com* described in the Agreement) and the Agreement will also be revised as stated below.

2. Lexis Advance Content, Term, and Charges. This Section 2 revises and restates the materials and features included in Subcriber's fixed rate plan, the charges applicable to Subscriber, and the Committed Term of the Agreement. Subscriber's access to materials outside of the fixed rate plan will be governed by the Agreement.

2.1 During the Term (as defined below), Subscriber will have access to the Lexis Advance Content & Features listed below. In addition, Subscriber will also be provided with access to the premium features Shepard's Graphical and Research Map at no additional charge during the Term.

Lexis Advance Content & Features		
Products	**SKU Number**	**Number of User**
Texas Enhanced with Full Federal	1011587	3
Texas Matthew Bender Library	1010629	3
Document Linking	1000690	3
Core Public Records with SmartLinx	1004801	3
☐ See attached Rider No. 1 for additional Content & Features		

2.2 The Term of the Agreement will be for Committed Periods listed in the table below Section 2.3 (the "Committed Term"). Upon the expiration of the Committed Term, the Agreement will automatically renew for consecutive, one (1) year renewal periods (each a "Renewal Term"). The Committed Term and any Renewal Terms will collectively be the "Term." Subscriber may avoid entering into a Renewal Term by providing LN with at least 30 days prior written notice before the expiration of the Committed Term or the beginning of any subsequent Renewal Term.

2.3 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period	Monthly Installment
activation to 8/31/2014	0.00
9/1/2014 - 8/31/2015	412.00
9/1/2015 - 8/31/2016	424.00
9/1/2016 - 8/31/2017	432.00

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2.4 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. . Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified on the last page of this Amendment above Subscriber's signature ("Reference Number") is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Miscellaneous

3.1 Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance.

AGREED TO AND ACCEPTED BY:

Subscriber: Hidalgo County Public Defenders Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Total Number of Judges & Attorneys:	
Number of Government Professionals:	
Reference Number (Total Judges, Attorneys & Government Professionals):	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

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CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Hidalgo County Public Defenders Office	
	Physical Address	**Invoice Address**
Street Address:		
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: *(if applicable)*		

Type of Organization:

No. of Attorneys: _____

_____

No. of Employees: _____

Bar/Business/Prof. Lic No: _____

Date Issued/Expiration Date: _____

Dun & Bradstreet Number/ Martindale-Hubbell Rating: _____

Practicing Area of Law: _____

Exchange: _____

No. of years in business: _____

Employer Identification Number: _____

Issuing State: _____

Organization Web Address: _____

Contacts:

	Name	Telephone	Email
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			

	Name	Telephone
Super Admin:		
	Email	**IP Address**

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CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

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LexisNexis

"Online Legal Research Services"

February 27, 2014

Patricia Loya
Hidalgo County Public Defender's Office
100 N. Closner – 5th Floor
Patricia.loya@co.hidalgo.tx.us

Ms. Loya:

LexisNexis®, a division of Reed Elsevier Inc is the sole source provider for all of your agency's research needs. This letter is intended to provide you with a brief overview of the products and services available to you from LexisNexis. If you require more information, please feel free to contact me with any questions.

LexisNexis provides many exclusive products as part of the LexisNexis® Total Research System including:

Shepard's® Citations Service —Helps you begin your research by providing relevant cases, statutes, secondary sources, and annotations that validate and cite your authority. Shepard's SignalTM alerts you to positive, negative or questioned treatment.

Matthew Bender® National Analytical Material — authoritative legal analysis covering every practice area including such premier treatises as Moore's Federal Practice®, Collier on Bankruptcy®, Immigration Law and Procedure, Zimmer on Copyright®, and much more.

LexisNexis Public Records — With 3.5 billion documents, LexisNexis has the most extensive collection of public records information. Person and business locators, real property records, personal property records, business and corporation information, judgments and liens, civil and criminal filings, verdicts and settlements, licenses and more are all a part of the LexisNexis Public Records data.

SmartLinx — The SmartLinx feature quickly locates and associates information that could otherwise take hours or days to cross-reference using traditional methods. This feature provides instantaneous vital links between entities such as a person's, company's, or organization's name, a license or registration number, an address, zip code, or telephone number to give you access to other public records where that entity is also mentioned.

Law Enforcement Solutions Page — Provides simple, one-click access to a comprehensive range of investigative, fraud prevention/detection, and risk management solutions — all from a single powerful web page interface. The
SmartLinxTM feature helps you quickly compile a comprehensive report on an individual — including name, aliases, address history, driver's license, bankruptcies, judgments, liens, associated people, and businesses.

Banko® Batch Solutions- Helps streamline your large-volume collection and recovery efforts. You save time and labor by eliminating the need to enter individual records in a manual search. Our volume process is automated, and we tailor the output to your specifications.

LexisNexis News Sources — LexisNexis provides more than 18,000 news, business, and financial sources. Current and archived news, business and financial filings, and company profiles are all available through the LexisNexis online service. With additional research tools such as LexisNexis Company Analyzer and LexisNexis Company Dossier you can access critical information through a single search.

Factiva®- Provides world-class global content, including Dow Jones and Reuters newswires and The Wall Street Journal - unduplicated in a single service elsewhere. Factiva offers the only single content solution with multiple language interfaces and multilingual content covering 9,000 sources.
CourtLink® - the advanced online court records service that allows you to search and retrieve court records; create strategic profiles of litigants, the judge and opposing counsel; and track case activity and be notified of newly filed cases.
Time Matters® - the award-winning business management software that allows you to manage case and client matters from a central desktop location; schedule appointments and track deadlines easily and efficiently; and automate document preparation.
Mealeys — Mealey Publications & Conferences Group provides plaintiff, defense and insurance counsel, and corporate executives with highly targeted legal news reports and sophisticated conferences.
LexisNexis® Total Search — Expand the boundaries of the LexisNexis Total Research System by making it possible to simultaneously combine searches of lexis.com and your agency's work product.

In addition to our authoritative content offerings, LexisNexis offers the following exclusive features to make your research more accurate and efficient:
Lexis® Search Advisor — Target the legal issue, identify appropriate primary and secondary sources, and formulate a successful search with this legal classification system, built by Matthew Bender attorney editors, and encompassing nearly 4,000 legal topics.
LexisNexis Case Summaries — Written by our attorney editors, Case Summaries are targeted synopses of cases. Each case summary includes: Procedural Posture (the case's procedural history); Overview (brief review of the court's holding); and Outcome (procedural disposition).
LexisNexis Headnotes — Access key legal points of a case, in the court's own language. Each headnote is hyper-linked to the part of the case where the discussion occurs, and to related concepts in Lexis® Search Advisor.
More Like This Headnote — Find additional on-point headnotes simply by clicking on the link at the end of the headnote.
Retrieve All Headnote- Shows you all case headnotes written for a specific Search **Advisor topic.** Use early in your research to help you understand the topic.
Get & Print — Retrieve and deliver multiple full-text documents to multiple Shepard's Citations Service reports.
Shepard's Q - Shepard's introduces the Orange Q. This new signal identifies cases that have been questioned.
Research Task Pages - Combines critical information and relevant resources, focused by areas of law. The Research Tasks pages are tailored specifically for your information needs, offering you quick accessibility to the material you need all in one handy location.
LexisNexis® FASTPrint — This button helps you streamline the printing process. Simply complete a brief, one-time setup and send document directly to a standalone printer without confirmation screens.
ECLIPSE feature — Stay current with issues that affect your work — automatically — at the regular intervals you select.
Copy w/Cite — Highlight an on-point quote or paragraph. Click the Copy w/Cite link. Your selection is copied, and a cite/reference is added automatically — complete with a link back to the full-text document.

30-Day Search History — Access all your prior research from the last 30 days, rerun or edit your prior searches, and revisit earlier thought patterns.
CheckCite® software — Retrieve citations from documents and verify their accuracy with *Shepard's* Citations Service.
LEXLinkTM feature — Copy your word-processing document, count recognizable citations and add direct hyperlinks to the full-text documents at www.lexis.com and current reports on the *Shepard's* Citations Service.
Customizable Tabbed Source Selection — Find sources even faster by adding up to 18 additional tabs for the area of law or jurisdictional sources you use most often.

LexisNexis is pleased to work with you and to be the sole source provider for your research needs. We hope to provide you with a superior product and quality customer service. Please contact me with any questions at 937-247-8129. Thank you.

Sincerely,

Angie Temke
Account Manager
LexisNexis

RE: Lexis Nexis-Public Defender

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Thu, Apr 03, 2014 10:04 AM
Subject : RE: Lexis Nexis-Public Defender
To : 'rocio villarreal' <rocio.villarreal@co.hidalgo.tx.us>
Cc : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Rocio,

I have reviewed the Amendment regarding the contract with Lexis-Nexis and approve it as to form. Please note that the Amendment is for over three years and will automatically renew after the initial term for consecutive 1 year periods. The Amendment may be canceled by providing written notice at least 30 days before the expiration of the initial term or any subsequent renewal period.

Please contact me 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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****

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, April 03, 2014 8:39 AM
To: michael.garza@da.co.hidalgo.tx.us
Subject: FW: Lexis Nexis-Public Defender

Michael,

Can you please review this agreement. Its past due.

Thanks.

Josephine Ramirez Solis

Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 20, 2014 11:38 AM
To: josephine ramirez
Cc: Patricia Loya
Subject: Lexis Nexis-Public Defender

Ms. Josie:

The Public Defender's Office have requested for your legal review and approval as to form on the attached Lexis Nexis agreement.

If you have any questions please feel free to contact me.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

LexisNexis®

SCHEDULE A

Investigative Portal
(Per User Subscription)

Agency (Customer) Name:	**HIDALGO COUNTY SHERIFFS DEPARTMENT**
Billgroup #:	**119NBW**
LN Account Manager:	**Jackie Koski**

This Schedule A sets forth additional or amended terms and conditions for the use of the Investigative Portal services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning 04/01/2014 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		**3**
Standard Features Fee:		**$244.00**
Premium Features Fee:	N/A	**$0.00**
Total Monthly User Fees (per user):		**$244.00**
Total Monthly Minimum Amount:		**$732.00**

All of the searches and reports included in the Price Schedule are referred to as the "Features". The total User Fees include unlimited access to all Features. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 3%

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 05/09/2014.

4. CONFIDENTIAL INFORMATION
This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: HIDALGO COUNTY SHERIFFS DEPARTMENT

Signed: _____

Name: _____

Title: _____

Date: _____

Fax all pages of the completed Schedule A to your Account Manager
Investigative Portal (Per User Subscription)

Investigative Portal
(Updated 5/1/2012)

Core Product Feature List (Pricing is per search / report unless otherwise indicated)

PRICE SCHEDULE	
FEATURES	**PRICE**
Advanced Sexual Offender Search	--
Aircraft Registrations (charged if record returned)	--
Bankruptcies	--
Comprehensive Business Report	--
Comprehensive Location Report	--
Comprehensive Person Report	--
Concealed Weapon Permits	--
Criminal Records	--
D&B FEIN	--
D&B DUNS Minority and Women-Owned Businesses	--
D&B Global Market Identifiers	--
DEA Registrants	--
Death Records	--
Deaths & Obituaries in the News	--
Driver Licenses (charged if record returned)	--
Experian Business Reports	--
FAA Pilots	--
Federal Civil & Criminal Docket Summaries	--
Firearms & Explosives	--
Hoover's Company Capsules	--
Hunting and Fishing Licenses	--
Judgments & Tax Liens	--
LexisNexis® Corporate Affiliations™	--
Marriage & Divorce Records (charged if record returned)	--
Mergerstat	--
Military Personnel (archived)	--
Mortgage & Financial Service Sanctions	--
Motor Vehicle Registrations (charged if record returned)	--
Negative News	--
OFAC & Other Watch Lists	--
Official Records	--
People and Businesses in the News	--
Phone & Reverse Phone Lookup (charged if record returned)	--
Professional Licenses	--
Real Property (Assessments, Deeds & Mortgages) (charged if record returned)	--
SEC Filings	--
Secretary of State Filings	--
Sexual Offenders	--
Standard & Poor's Corporate Descriptions Plus News	--
State Civil & Criminal Filings	--
Statewide Public Records Business Search (charged if record returned)	--
Statewide Public Records Person Search (charged if record returned)	--

UCC Liens	--
Voter Registrations (charged if record returned)	--

Fax all pages of the completed Schedule A to your Account Manager

Investigative Portal (Per User Subscription)

AI-44108 **Purchasing Department 24. B. 1.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Norma Longoria, Dir. HC-WIC **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to sole responsible vendor submitting the lowest bid (Stanbio, Inc.) and meeting all specifications/requirements as attached hereto for Hidalgo County WIC Program project titled: "Purchase of Microcuvetttes " RFB:2014-071-04-09-SMA.

BACKGROUND

1. Current Contract Expires 03/29/14
2. Contract to commence on 4/29/14 ending 4/28/16
3. Contract reviewed and approved by legal counsel.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-604

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

BUDGETARY IMPACT:

Funds available as of 4/23/14.

Attachments

Depts Recommendation, Participation, Tabulation

backup

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/22/2014 02:05 PM
Budget & Management	Debbie Tamez	04/22/2014 04:25 PM
Glinda Pacheco	Glinda Pacheco	04/23/2014 03:30 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Sandra Montalvo Started On: 04/15/2014

Final Approval Date: 04/25/2014

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Departments Recommendation)

TO: **Norma Longoria, Director**
Hidalgo County WIC Program

Attn: **Mague Gonzalez, Adm. Asst.** **Vía email:** mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: **April 9, 2014**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2014-071-04-09-SMA- Hidalgo County WIC Program-Purchase of Microcuvettes"

We have received sole-response to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response April 17, 2014 @ 10:00 a.m. or if possible earlier. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4.1292.441.00.350.001.4.604

Recommendations/Concerns: Please award bid to Stanbio Inc.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Norma Longoria	Norma Longoria	WIC	4/11/14
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: April 09, 2014 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County WIC Program-Purchase of Microcuvettes***

BID NO.: 2014-071-04-09-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	HEMO CUE, INC. Attn: Jodi Tucker	EM	Sandra Montalvo	03/24/14	40 EMPIRE DR. LAKE FOREST, CA 92630 (O) 800-881-1611 (F) 949-859-3080 Jodi@hemocue.com
2.	STANBIO LABORATORY Attn: Pat Breheny	BLM/EM	Sandra Montalvo	03/24/14	1261 North Main Street Boerne, Tx 78006 866-249-0772 Tel: 830.249.0772 210-381-1305 cell 830-249-0851 fax patbreheny@stanbio.com
3.	HENRY SCHEIN Attn: Hector Rodriguez	EM	Sandra Montalvo	03/24/14	28 Fresno Drive Edinburg, Tx 78539 956-457-3111 (cell) 956-380-6968 (fax) hector.rodriguez@henryschein.com
4.	MOORE MEDICAL LLC Attn: Tia Zarnetske	EMR	Sandra Montalvo	03/26/14	1690 New Britain Avenue Farmington, CT 06032-3361 Tel: 800.234.1464; Ext. 5452 Fax: 877-354-5916 tia.zarnetske@mooremedical.com
5.	HPC RX HOSPITAL PHARMACEUTICAL CONSULTING Attn: Juliette Cantu	EMR	Sandra Montalvo	03/26/14	5100 Commerce Way, Ste 5100 San Antonio, TX78218 T: (210) 979-3362 F: (210) 979-3398 juliette@hpcrx.com
6.	W E SUPPLY INC. Attn: Charles Morris	EMR	Sandra Montalvo	03/27/14	3207 Lake Island Dr. Montgomery, TX 77356 281-500-9059 charles.morris@wesupplymedical.com
7.	UTECH Products, Inc. Attn: Mohammed Imthiyaz	EMR	Sandra Montalvo	04/01/14	135 Broadway Schenectady, NY 12305 Tel: 518-831-8000 (Opt 5) Ext 8239 Fax: 518-489-3772 Web: www.utechproducts.com mimthiyaz@utechproducts.net
8.	**PRODUCTS UNLIMITED, INC.** **Attn:** Rebekah Enright	EMR	Sandra Montalvo	04/07/14	(800)865-4683 x 108 (940)648-3407 fax Rebekah@products-unlimited.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET						
HIDALGO COUNTY WIC PROGRAM-*"Purchase of Microcuvettes"*						
BID NO: 2014-071-04-09-SMA						
BID OPENING DATE: April 09, 2014			BID OPENING TIME: 9:30 A.M.			
PARTICIPATING VENDORS		**Addendum No. 1**	***Item No.***	***Quantity***	***Unit Price***	***Total Cost***
1.	**STANBIO LAB.**	emailed	3015-200	200 bx ct	$0.74	$148.00/per bx of 200 test
2.						
3.						
4.						
5.						

RE: C-14-071-04-22-Stanbio Laboratory

From : Steve Crain <scrain@atlashall.com> Tue, Apr 15, 2014 04:15 PM
Subject : RE: C-14-071-04-22-Stanbio Laboratory
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, April 15, 2014 3:41 PM
To: Steve Crain
Subject: C-14-071-04-22-Stanbio Laboratory

Mr. Crain

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

REQUIREMENTS AGREEMENT
C-14-071-04-29

THIS AGREEMENT (the "Agreement") is entered into as of the 29th day of March, 2014 by and between EKF Diagnostics, Inc. dba Stanbio Laboratory, LP, ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Purchase of Microcuvettes"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two years; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Microcuvettes,"** in the areas of Hidalgo County projects for a period of two (2) year commencing April 29, 2014 and ending April 28, 2016 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such 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.

b. **No Waiver.** No waiver by Buyer 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.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or 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 Buyer and Seller, and not otherwise.

d. **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.

e. **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 Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
EKF Diagnostics, Inc. DBA Stanbio Laboratory, LP
Attention: Edward J. Hitchler, Chief Financial Officer
1261 N. Main Street
Boerne, TX 78006

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 Unites States mail.

f. **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.

g. **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.

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a purchase requirement or purchase request, influencing the content of any specification or procurement standard,

rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any purchase requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By_____

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EKF DIAGNOSTICS, INC. DBA STANBIO LABORATORY, LP

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 24, 2014

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **Hidalgo County WIC Program**
Request for Bids -**"Purchase of Microcuvettes"**
Bid No: **2014-071-04-09-SMA**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

HIDALGO COUNTY WIC PROGRAM

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

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The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 24, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

Bid No: 2014-071-04-09-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 x 4865

REQUEST FOR BIDS

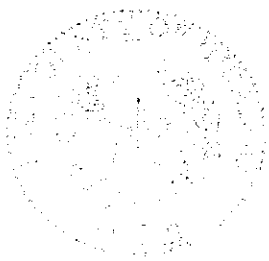
Hidalgo County WIC Program

"Purchase of Microcuvettes"

BID OPENING DATE: April 09, 2014@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626



1. Sealed bids will be received for ***"HIDALGO COUNTY WIC PROGRAM-PURCHASE OF MICROCUVETTES"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package:**"BID:2014-071-04-09-SMA-*HIDALGO COUNTY WIC PROGRAM- PURCHASE OF MICROCUVETTES"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281,mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, April 09, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO*"RFB-2014-071-04-09-SMA-HIDALGO COUNTY WIC PROGRAM- PURCHASE OF MICROCUVETTES".*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–**"HIDALGO COUNTY WIC PROGRAM–*PURCHASE OF MICROCUVETTES*"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) 381-4646

17. SCHEDULE OF EVENTS

Bid Opening at 9:30 a.m.	**APRIL 09, 2014**
Award of Contract	
Commence Work or Deliver Products	

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if Applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"PURCHASE OF MICROCUVETTES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2014-071-04-09-SMA

Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufacturers. All items will be on an "**as-needed basis only**" there is no guaranteed annual volume.

SCOPE
The successful supplier shall furnish and deliver, fob inside, to the WIC Program, products and/or services listed below until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

SPECIFICATIONS/REQUIREMENTS/:
1. Hemoglobin Microcuvettes must be a plastic sampling device containing sodium desoxycholate, sodium azide and sodium nitrate.

2. Delivery must be made within five (5) days maximum from the date order is placed.

3. Providing original manufacturer items.

4. Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

5. **SAMPLES MUST BE SUBMITTED WITH BID.**

6. Open vials to have shelf life of approximately 90 days and unopened vials to have shelf life of approximately two (2) years.

7. Microcuvettes must be compatible with the Alere H2-Hemoglobin Test Systems or comparable testing machine, which is used in all WIC clinics sites.

8. Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)

9. The CLIA waived Alere H2-Hemoglobin test system Microcuvettes. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.

TERMS & CONDITIONS:
1. Term of contract is for two (2) years period with County's option to extend the contract for an additional year.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Have been in business for at least two years.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, APRIL 02, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Friday, APRIL 04, 2014 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

EXHIBIT "B"
Bid Page
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2014-071-04-09-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

Description of Products	*Quantity*	*Unit Price*	*Total Cost*
Microcuvettes	_____/box	$	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

EXHIBIT "C"
Insurance Requirements

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E L. EACH ACCIDENT	$
					E L. DISEASE-EA EMPLOYEE	$
					E L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "C"
Insurance Requirements
Acknowledgement

I, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract Between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I_____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

VENDOR'S APPLICATION

&

W-9 FORM

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____ Disadvantaged Business (At Least 51% Ownership)

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ re than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
4/9/14
9:36 am
Witnessed

EXHIBIT "B"revised
Bid Page
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2014-071-04-09-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

Description of Products	Item No.	Quantity	Unit Price	Total Cost
Microcuvettes	3015-200	200 box ct	$ .74¢ a test	$ 148.00 /per box of 200 tests

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Stanbio Laboratory
ADDRESS: 1261 N. Main Street
CITY/STATE/ZIP CODE: Boerne, TX 78006
PHONE & FAX NO'S: 830-249-0772 FAX 830-249-0851
CELLULAR NO:
E-MAIL ADDRESS: Pbrehemy@Stanbio.com
AUTHORIZED SIGNATURE:
PRINTED NAME: Edward J. Hitchler
TITLE Chief Financial Officer

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 934493 STANBLAB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/04/2014

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: Linda Michael	
USI Insurance Services LLC 7550 IH-10 West, Suite 700 San Antonio, TX 78229 210 366-0671	PHONE (A/C, No, Ext): 210 366-0671	FAX (A/C, No): 210 524-2087
	E-MAIL ADDRESS: linda.michael@usi.biz	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED EKF Diagnostics, Inc. DBA Stanbio Laboratory, LP 1261 N. Main St. Boerne, TX 78006	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			3578-60-26	05/05/2013	05/05/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			7356-75-97	05/05/2013	05/05/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR			7981-24-69	05/05/2013	05/05/2014	EACH OCCURRENCE	$4,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$4,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001224217	05/05/2013	05/05/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

The General Liability policy includes automatic Additional Insured status if required by written contract.

Hidalgo County is additional insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB
Purchasing Agent
2802 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LXLHZ

AI-44253 **Purchasing Department 24. C. 1.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional architectural services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services for (Pct No. 2 Lopezville Park project

Evaluators	Milnet Architectural Services	ROFA Architects	ERO International
Scores	88	96	97
Ranking			

C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for architectural services for (Pct No. 2 Lopezville Park project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-452-00-122-008-0-xxx

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

BUDGETARY IMPACT:

Precinct will identify funding

Available balance as of 4-25-14 for possible funding sources:
334 $ 2,806.79
739 $91,924.91

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/24/2014 04:46 PM
Budget & Management	Debbie Tamez	04/25/2014 11:42 AM
Manuel Chapa	Manuel Chapa	04/25/2014 02:30 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Nielda Cavazos Started On: 04/24/2014 02:36 PM

Final Approval Date: 04/25/2014

HIDALGO COUNTY PRECINCT NO 2

FOR

Architects Services

Pct No. 2 Lopezville Park Project

Scoring & Evaluation GRID

Architects Services

Evaluator	Milnet Architectural Services	ROFA Architects	ERO International, LLP
Score	88	96	97
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-44256 **Purchasing Department 24. C. 2.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 6 (with an estimated cost of $7,197.14) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Gearhart Drive Paving and Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-092-0-731

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

BUDGETARY IMPACT:

Funds available through Req#255778 in the amount of $7,197.14 as of 4/24/14 for Raba Kistner, Inc.

Attachments

Work Authorization #6

exhibits

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/24/2014 04:42 PM
Budget & Management	Debbie Tamez	04/25/2014 10:08 AM
Glinda Pacheco	Glinda Pacheco	04/25/2014 02:50 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Erika Zamora Started On: 04/24/2014 03:27 PM

Final Approval Date: 04/25/2014

Proposal No.: PMD14-046-00 (Revised) **EXHIBIT "D"**
April 17, 2014

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Mr. Agapito Vargas, Executive Director
Hidalgo County Border Colonial Access Program
301 East State Street
Pharr, Texas 78577

RE: Construction Materials Observation and Testing Services
Hidalgo County Precinct No. 2 Gearhart Drive Paving & Drainage Improvements
Alamo, Hidalgo County, Texas

Dear Mr. Vargas:

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of revised probable cost of services for this project is **$7,197.14.**

Our revised proposed scope of services and estimated item quantities are based upon our interpretation of the project drawings and specifications received via electronic-mail attachment from Ms. Yoli M. Cisneros, Administrative Assistant II with Hidalgo County Precinct No. 2, on Thursday, March 27, 2014, and the telephone request made by Ms. Cisneros on Thursday, April 10, 2014, are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Precinct No. 2 Gearhart Drive Paving & Drainage Improvements
Alamo, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	3	$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	5	$391.25
3. Sieve Analysis -200	$53.00	each	3	$159.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	6	$276.00
6. Lime Series Curve Determination Including Five pH Determinations	$385.00	each	1	$385.00
7. Wet Ball Mill	$220.00	each	2	$440.00
8. Field Density Test - Gearhart Drive	$19.75	each	18	$355.50
9. Technician Time - Density Testing - Gerarhart Drive	$46.00	hour	12	$552.00
10. Vehicle Travel Charge	$45.00	trip	10	$450.00
Subtotal				**$3,706.00**
Concrete:				
1. Concrete Compressive Strength Tests	$14.50	each	20	$290.00
2. Technician Time - Concrete Testing	$46.00	hour	8	$368.00
3. Air Content of Concrete	$27.00	each	4	$108.00
4. Technician Time - Pick-Up of Specimen(s)	$46.00	hour	6	$276.00
5. Vehicle Travel Charge	$45.00	trip	5	$225.00
Subtotal				**$1,267.00**
Asphalt				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	8	$440.00
2. Asphaltic Concrete Coring - **3 Cores** Technician Time and Equipment and Hole Patching				
a. Two Men	$94.50	hour	4	$378.00
b. Coring Rig	$105.75	day	1	$105.75
c. Generator	$89.25	day	1	$89.25
d. Bit Wear - Quartz Aggregate (River Gravel)	$4.95	in.-in.	18	$89.10
e. Core Hole Patch	$5.25	each	3	$15.75
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	1	$265.00
4. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	1	$97.00
5. Vehicle Travel Charge	$45.00	trip	2	$90.00
Subtotal				**$1,569.85**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$654.29
Subtotal				**$654.29**
		GRAND TOTAL		**$7,197.14**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-13-351-01-21.
Work Authorization Form

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Precinct No. 2 Gearhart Drive Paving & Drainage Improvements – Alamo, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $7,197.14. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as ***EXHIBIT "D"***.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 6 shall be funded through funding source:

Account No. 4-1200-431-00-122-092-0-731

Requisition Number 255778 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

WA 6

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No 6.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
RABA KISTNER Consultants, Inc.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

AI-44265 **Purchasing Department 24. C. 3.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 7 (with an estimated cost of $7,592.70) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Moore Road Paving and Drainage Improvement Project.

BACKGROUND

Project is in Pct 1

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-096-0-731

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

BUDGETARY IMPACT:

Funds pending approval of AI#44266 on agenda 4/29/14.

Attachments

Work Auth #7

D

exh

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	04/25/2014 02:01 PM
Purchasing Department	Darlene Betancourt	04/25/2014 04:39 PM
Budget & Management	Debbie Tamez	04/25/2014 04:46 PM
Glinda Pacheco	Glinda Pacheco	04/25/2014 05:02 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Erika Zamora Started On: 04/24/2014

Final Approval Date: 04/25/2014

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-13-351-01-21.
Work Authorization Form

WORK AUTHORIZATION NO. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Precinct No. 2 Moore Road Paving Project – Alamo, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $7,592.70. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as ***EXHIBIT "D"***.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:

Account No.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

WA 7

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No __7__.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
RABA KISTNER Consultants, Inc.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Proposal No.: PMD14-061-00 **EXHIBIT "D"**
April 25, 2014

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 West Hall Acres, Suite G
Pharr, Texas 78577

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. No. 2 Moore Road Paving Project
Alamo, Hidalgo County, Texas

Dear Commissioner Palacios:

In accordance with the Professional Services Agreement C-13-351-01-21 with the County of Hidalgo, executed on January 21, 2014, **Raba Kistner Consultants, Inc. (RKCI)** is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$7,592.70.**

Our proposed scope of services and estimated item quantities are based upon the telephone conversation between Ms. Erika Zamora, Director of Administrative Operations with Hidalgo County Precinct #2, and Mr. Rogelio Sustayta with **RKCI**, on Thursday, April 24, 2014, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No. 2 Moore Road Paving Project
Alamo, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	3	$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	3	$234.75
3. Sieve Analysis -200	$53.00	each	2	$106.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	6	$276.00
6. Proof Rolling Observation	$46.00	hour	2	$92.00
7. Lime Series Curve Determination Including Five pH Determinations	$385.00	each	1	$385.00
8. Field Density Test - Roadway (Assume 1 Density / 200 ln.ft. of Roadway)	$19.75	each	26	$513.50
9. Technician Time - Density Testing - Roadway	$46.00	hour	16	$736.00
10. Vehicle Travel Charge	$45.00	trip	12	$540.00
Subtotal				**$3,580.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	24	$1,320.00
2. Field Density Test - Roadway	$19.75	each	8	$158.00
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	3	$795.00
4. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	3	$291.00
5. Asphaltic Concrete Coring: **6 Cores**				
a.) Two Men	$94.50	hour	4	$378.00
b.) Coring Rig	$105.75	day	1	$105.75
c.) Generator	$89.25	day	1	$89.25
d.) Bit Wear - Quartz Aggregate (River Gravel)	$4.95	in.-in.	1	$4.95
6. Vehicle Travel Charge	$45.00	trip	4	$180.00
Subtotal				**$3,321.95**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$690.25
Subtotal				**$690.25**
			GRAND TOTAL	**$7,592.70**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

AI-44156 **Purchasing Department 24. D. 1.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Comm. Joseph Palacios, Pct. #4 Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of processing of Payment Application #1 in the amount of $9,653.00 as submitted by Alpha Building Corporation in connection with the "Linn-San Manuel Beautification Project- Cement and Stone Work -Turnkey project" (PO#703552) with authority for County Treasurer to issue payment after County Auditor's review procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-124-141-0-841

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

BUDGETARY IMPACT:

PO 703552

Attachments

Acceptance of Project Completion

Pay Application 1 -Alpha Building Corp -Pct 4 -Cement and Stone Work -Linn San Manuel Beautification Proj

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2014 04:39 PM
Budget & Management	Debbie Tamez	04/25/2014 04:42 PM
Glinda Pacheco	Glinda Pacheco	04/25/2014 04:57 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Moises Salazar Started On: 04/16/2014

Final Approval Date: 04/25/2014

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

Linn San Manuel Beautification Project

Reference to Completion Letter of Improvement Job Date: 4/17/2014

Attn: Moises Salazar

Dear Mr. Salazar

In reference to the letter of completion by Alpha Corporation in regards to the "Linn San Manuel Beautification Monument" of the stone work and concrete provided. Precinct 4 and I David J Cantu acknowledge that the scope of work provided by Alpha Corporation is 100% satisfactory and complete.

We appreciate the satisfying and efficient job Alpha Corporation has provided for us and will be in consideration for future projects.

Thank You,

David J Cantu
Coordinator III

Alpha Building Corporation

222 E Van Buren Suite #503
Harlingen, TX 78550
956-622-3242 Fax 956-622-3102

Linn/San Manuel Monument Improvements

Date: 4-17-2014

Title: Linn/San Manuel Monument Improvements **Location**: Hidalgo Co.

Attn. Moises Salazar

Dear Mr. Salazar

We were pleased to provide you with our proposal quote for the "Linn/San Manuel Monument Improvements" project. Our proposal was based off of the scope of work which consists of: "Form and install 10X10 ft. concrete pad adjacent to existing slab on west side and tie into existing concrete slab. Provide and install customer selected stone pavers, "Natural Face Villa Café" minus 1 in thick. Stone is to cover new and existing concrete."

Our extended price to Hidalgo County was provided under the Choice Facilities Partners, HCDE Statewide JOC .

Alpha building was provided a Purchas Order number for the project and the project was started and now stands at One Hundred percent complete as of 3-25-2014.

We would like to thank you for the opportunity to provide you with the proposal and allowing us to provide you the construction services for Hidalgo County. We look forward on assisting you on any future construction service needs you may have. Please feel free to contact myself, or my office, if we can be of any service.

Warmest Regards,

Jamie Tijerina
Project Manager/Estimator

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: 1240011 Hidalgo Cty Linn/San Manuel

APPLICATION NO: 00001
PERIOD TO: 3/24/2014
OWNER NO: 703552

Distribution to:
☐ OWNER

RECEIVED
APR 09 2014
BY: VL

TO OWNER: County of Hidalgo
ATTN: Moises Salazar
2802 South Business Hwy 281
Edinburg, TX 78539

FROM CONTRACTOR: Alpha Building Corporation
222 E. Van Buren #503
Harlingen, TX 78550

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	$9,653.00
2. Net change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (Line 1 ±2)	$9,653.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$9,653.00
5. RETAINAGE:	
a. 0 % of Completed Work (Columns D + E on G703)	$0.00
b. 0 % of Stored Material (Columns F on G703)	$0.00
Total Retainage (Line 5a + 5b or Total in Columns I on G703)	$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$9,653.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$0.00
8. CURRENT PAYMENT DUE	$9,653.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Alpha Building Corporation

By: _____ Date: 3/26/14
Gustavo Grajales

State of: Texas
County of: Cameron
Subscribed and sworn to before me this 26 day of March 2014

JESSICA A. HANSEN
Notary Public, State of Texas
My Commission Expires
October 27, 2015

Notary Public: JHansen
My Commission expires: 10/27/15

OWNER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER'S REPRESENTATIVE:

By: _____ Date: _____
~~Moises Salazar~~

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

RECEIVED
APR 09 2014
BY:

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00001
PERIOD TO: 3/24/2014
OWNER NO.: 703552

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000010	Construction as specified	$9,653.00	$0.00	$9,653.00	$0.00	$9,653.00	100.000	$0.00	$0.00
		$9,653.00	$0.00	$9,653.00	$0.00	$9,653.00	100.00%	$0.00	$0.00

4-1100-452-00-124-141-0-841
Pct. # 1580
Pur. Req. # 248552
P.O. # 703552 MAB

Invoice Received By: on 4/9/14
Goods/Services Received By: on 3/27/14

Purchase Order
COUNTY OF HIDALGO

PO# 703552

DATE: 01/24/14

PO TYPE:

VENDOR: 389412 REQ: 00248552

PHONE: (210)491-9925

Fax: (210)491-9932 EMAIL:

ALPHA BUILDING CORPORATION
222 E. VAN BUREN #503
HARLINGEN TX 78550

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

SPECIAL INSTRUCTIONS: Pct. 4 Req 1580

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Harris County Department of Education/Choice Partners HCDE 10/030 JC EXPIRES 02/21/14 #10/030JC-HCDE State wide For: Linn San Manuel Beautification Project (186) Project # 2013-039B-11-14-MSS		
.50	EACH	CO 01-31-13-20-0200 Field personnel, project manager, average	3,525.00	1,762.50
1.00	EACH	CO 01-31-13-20-0260 Field personnel, superintendent, average	3,275.00	3,275.00
150.00	FT	CO 01-56-26-50-0020 Temporary fencing, chain link, 11 gauge, 4' high	5.20	780.00
100.00	FT	CO 32-06-10-10-0310 Sidewalks, driveways and patios, excluding base, concrete, 3000 PSI, cast in place, 6x6- W1.4xW1.4 mesh, broomed fishish, 4" thick	4.44	444.00
484.00	FT	CO 32-14-40-10-1310 Stone pavers, flagging, slate, natural cleft, irregular, 1" thick	24.00	11,616.00
1.00	EACH	CO 321440100001 Discount	-5,516.63	-5,516.63
1.00	EACH	CO RS Means McAllen, TX CCI 2013Q4, 79.60% (DISCOUNT: 2,521.62)	.00	-2,521.62
1.00	EACH	CO CCI Installation Adjustment (McAllen) (6.0000%)	540.32	540.32
1.00	EACH	CO JOC Coefficient Standard (-7.0000%) (DISCOUNT: 726.57)	.00	-726.57
		TOTAL:		9,653.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1100-452-00-124-141-0-841 9,653.00		

Authorized by: Martha L Salazar

AI-44242 **Purchasing Department 24. D. 2.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Martha L. Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 03/18/14) with **HALFF ASSOCIATES, INC.** for: **"Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings"** (on an as needed basis), utilized by various departments for projects located within Hidalgo County Precinct #4 area.

B. Requesting approval of **Supplemental Agreement No. 1** to Work Authorization No. 1 for the purposes of (subcontracting) under the current contract with **TEDSI INFRASTRUCTURE GROUP, INC.** for the (Job Specific) Project: **Mon Mack Road** for Hidalgo County Precinct No. 4., under contract #C-13-088-02-11

C. Requesting approval of **Supplemental Agreement No. 1** to Work Authorization No. 1 for the purpose of (subcontracting) under the current contract with **TEDSI INFRASTRUCTURE GROUP, INC.** for (Job Specific) Project: **Roosevelt Road** for Hidalgo County Precinct No. 4., under contract #C-13-089-02-11

BACKGROUND

Prof Svcs Agreement - Halff Assoc Inc - C-14-100-04-29 (on call)
SA1 to WA1 - TEDSI - Roosevelt Road Project
SA1 to WA1 - TEDSI - Mon Mack Road Project

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-124-144-0-731

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

BUDGETARY IMPACT:

Available balance as of 4-25-14 $45,000.00

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-124-143-0-731

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

BUDGETARY IMPACT:

Available balance as of 4-25-14 $51,750.00

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Prof Services Agreement - Halff Associates Inc (on call)
**Note: Funding sources could come from various departments within the Pct 4 area under, Obj. Code# 334 (Engineering Services).

Attachments

SA1WA1-TEDSI-Mon Mack Project-C-13-188-02-11
SA1WA1 - TEDSI - Roosevelt Road Project-C-13-189-02-11
Prof Svcs Agreement-C-14-100-04-29-Halff Assoc Inc-Pct 4
Email-Apprvd by Legal-Halff Assoc Inc-Pct 4
email frm legal-approved SA1-TEDSI (subs)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2014 09:31 AM
Budget & Management	Debbie Tamez	04/25/2014 09:43 AM
Manuel Chapa	Manuel Chapa	04/25/2014 04:39 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Letty Saenz Started On: 04/24/2014 11:31 AM

Final Approval Date: 04/25/2014

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-188-02-11

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of **Article 8** of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.,** Professional Engineers of, Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **11th** day of **February, 2013** concerning engineering for **"job specific"- Mon Mack Road Project** (hereinafter referred to as the "**Project**"); and,

WHEREAS, **Article 14** of the **Agreement**, provides "The Engineer shall not assign, subcontract or transfer the engineers interest in this Agreement without the prior written consent of the Owner"; and,

WHEREAS, it has become necessary to amend the Agreement to reflect the Engineer's subcontracting a portion of the work under the Agreement to Aranda and Associates, Inc.

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. **Owner** consents to **TEDSI Infrastructure Group, Inc.** to subcontract a portion of the work under the Agreement to **Aranda and Associates, Inc.** as a sub-consultant.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and **TEDSI Infrastructure Group, Inc.** and **Owner,** ratify and confirm the terms and provisions of the Agreement as amended.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2014.

THE ENGINEER:
TEDSI Infrastructure Group, Inc

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-189-02-11

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of **Article 8** of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.,** Professional Engineers of, Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **11th** day of **February, 2013** concerning engineering for **"job specific"- Roosevelt Road Project** (hereinafter referred to as the "**Project**"); and,

WHEREAS, **Article 14** of the **Agreement**, provides "The Engineer shall not assign, subcontract or transfer the engineers interest in this Agreement without the prior written consent of the Owner"; and,

WHEREAS, it has become necessary to amend the Agreement to reflect the Engineer's subcontracting a portion of the work under the Agreement to Aranda and Associates, Inc.

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. **Owner** consents to **TEDSI Infrastructure Group, Inc.** to subcontract a portion of the work under the Agreement to **Aranda and Associates, Inc.** as a sub-consultant.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and **TEDSI Infrastructure Group, Inc.** and **Owner,** ratify and confirm the terms and provisions of the Agreement as amended.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2014.

THE ENGINEER:
TEDSI Infrastructure Group, Inc

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-14-100-04-29

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **HALFF ASSOCIATES, INC.** professional engineers of **McAllen, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: **"Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" (on an as needed basis)** for projects located within **Hidalgo County Precinct Number 4,** hereinafter referred to as the ("**Project**").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and

the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule"**) in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement. exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year, Commencing, April 29, 2014, Expiring, April 28, 2015;** (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or

obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default,

the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

I. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1, hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or

approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work**

Authorization. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior

to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or

work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the

Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of

such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to

the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall

pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder.

The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E")** are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the

project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for

approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors")** shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitors")** from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable

to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Workers Compensation or Occupational Disease laws under the Texas Workers Compensation Law **("Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars

(**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- ***Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without

liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER**:
Hidalgo County	**Halff Associates, Inc.**
100 E. Cano, 2nd, Floor	**5000 West Military Hwy., Suite 100**
Edinburg, Texas 78539	**McAllen, Texas 78503**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2014.

ENGINEER:
HALFF ASSOCIATES, INC.

BY:_____
Menton J. Murray, III, P.E., LEED AP

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioner's Court on _____, 2014.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

BY:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-003-12-11-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

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"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2014-003-12-11-YZV

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10.	Certification Regarding Debarment	1
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The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18, 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2014-003-12-11-YZV

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL*",*** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2014 -003-12-11- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL*",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

16. HIDALGO COUNTY HOLIDAYS

2013 YEAR	
New Year's Day	12/31/13 and 01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanksgiving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as~~

~~required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the**

County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent 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 (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 8, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to

notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, December 04, 2013** at 5:00 p.m. Responses will be sent to all applicants by **Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.
- Roadway Design
- Drainage Design

- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (25)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
- Response is Clear;
- Response is Well Organized;
- Easy to Evaluate;
- Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Firm/Participant's Name:_____

Evaluator: _____Department: _____

Project Name:_____Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2014-003-12-11-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other**: _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: ____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2014-003-12-11-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A
-Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Through project award via Work Authorization, Engineer shall provide Professional Services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: **1)** Surveying, **2)** Civil Engineering, **3)** Mechanical/ Plumbing Engineering, **4)** Electrical Engineering, **5)** Structural Engineering. Upon Identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

EXHIBIT C
-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D
-Engineer's Contract Rates

Halff Associates, Inc.
Billing Rate Schedule
McAllen Office – MEP
April 15, 2014

Project Manger	$190/hr.
Professional Engineer	$150/hr.
Engineer-In-Training	$110/hr.
Designer	$ 75/hr.
Construction Administrator	$ 85/hr.
CAD Tech	$ 55/hr.
Secretarial / Clerical	$ 55/hr.
Two-man Survey Crew	$140/hr.

EXHIBIT E
-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-100-04-29
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide

_____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No**.** _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization***.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No.** ___.

HIDALGO COUNTY PRECINCT No. 4

BY: _____
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**,** 2014.

THE ENGINEER:	**THE OWNER:**
HALFF ASSOCIATES INC.	**HIDALGO COUNTY**
_____	_____
By: Menton J. Murray, III, P.E., LEED AP	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. __
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2013** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
HALFF ASSOCIATES INC.

BY:_____
Menton J. Murray, III, P.E., LEED AP

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2013

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 Bell Insurance Agency 16980 Dallas Parkway Dallas, TX 75248	CONTACT NAME: Candy Goehring PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916 E-MAIL ADDRESS: cgoehring@bellgroup.com
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Massachusetts Bay — 22306 INSURER B: Allmerica Financial Benefit — 41840 INSURER C: The Hanover Ins. Co. — 22292 INSURER D: ACE American Ins. Co. — 22667 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 13/14 Master 5MIL Prof 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 X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC			ZDDA051278	07/12/2013	07/12/2014	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			AWDA051300	07/12/2013	07/12/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHDA051287	07/12/2013	07/12/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W2DA028649	07/12/2013	07/12/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made Policy			EONG21673845	07/12/2013	07/12/2014	$5,000,000 Per Claim Limit $5,000,000 Aggregate Limit	

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

County of Hidalgo is included as additional insured as respects general liability if required by written contract, 30 day notice of cancellation applies except for 10 days for non payment

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J. Ashley/CANDY

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Contract# C-14-100-04-29-Halff Assoc Inc-(on call) : "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" for projects within Pct# 4

From : Steve Crain <scrain@atlashall.com> Thu, Apr 24, 2014 08:59 AM

Subject : RE: Contract# C-14-100-04-29-Halff Assoc Inc-(on call) : "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" for projects within Pct# 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 24, 2014 3:46 AM
To: Stephen L. Crain; Marynel Trevino
Cc: Maria Lucio; martha salazar
Subject: Contract# C-14-100-04-29-Halff Assoc Inc-(on call) : "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" for projects within Pct# 4

Good morning, Mr. Crain-

Please review and approve as to form (attached hereto) contract # **C-14-100-04-29-Halff Assoc Inc-(on call) "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings"** for projects located within **Hidalgo County Pct# 4.**

***Note: will be placing on then next CC for final approval.*

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: C-13-189-02-11 Agreement SA 01 Mon Mack and Roosevelt

From : Steve Crain <scrain@atlashall.com> Thu, Apr 24, 2014 08:50 AM

Subject : RE: C-13-189-02-11 Agreement SA 01 Mon Mack and Roosevelt 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 24, 2014 3:37 AM
To: Stephen L. Crain; Marynel Trevino
Subject: Re: C-13-189-02-11 Agreement SA 01 Mon Mack and Roosevelt

Good morning, Mr. Crain-

Please review and approve with final modifications as required.

Please advise as I will be placing on the next CC agenda for final approval.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Wednesday, April 16, 2014 8:52:56 AM
Subject: FW: C-13-189-02-11 Agreement SA 01 Mon Mack and Roosevelt

Good Morning LettyJ

AI-44201 **Closed Session 25. C.**

CC - REGULAR

Meeting Date: 04/29/2014

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	04/22/2014 04:14 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/22/2014 04:01 PM

Final Approval Date: 04/25/2014

AI-44251 **Closed Session 25. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul WIlliam Labude (decendant) v. County of Hidalgo, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 02:44 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/24/2014 02:19 PM

Final Approval Date: 04/25/2014

AI-44210 **Closed Session 25. E.**

CC - REGULAR

Meeting Date: 04/29/2014

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	04/23/2014 10:03 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Aida Alvarez Started On: 04/23/2014 08:57 AM

Final Approval Date: 04/25/2014

AI-44227 **Closed Session 25. F.**

CC - REGULAR

Meeting Date: 04/29/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Candelario Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 10:00 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Aida Alvarez Started On: 04/23/2014 04:47 PM

Final Approval Date: 04/25/2014

AI-44202 **Open Session 26. C.**

CC - REGULAR

Meeting Date: 04/29/2014

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	04/22/2014 04:14 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/22/2014 04:02 PM

Final Approval Date: 04/25/2014

AI-44252 **Open Session 26. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul WIlliam Labude (decendant) v. County of Hidalgo, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 02:44 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/24/2014 02:20 PM

Final Approval Date: 04/25/2014

AI-44211 **Open Session 26. E.**

CC - REGULAR

Meeting Date: 04/29/2014

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	04/23/2014 10:04 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Aida Alvarez Started On: 04/23/2014 08:58 AM

Final Approval Date: 04/25/2014

AI-44228 **Open Session 26. F.**

CC - REGULAR

Meeting Date: 04/29/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Candelario Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 10:01 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Aida Alvarez Started On: 04/23/2014 04:49 PM

Final Approval Date: 04/25/2014